

NEBO MEADOWS SUBDIVISION

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, WRIGHT DIRECTION, LLC, a Delaware limited liability company (hereafter "Developer") is the developer of the lots of certain real property located in Nephi, Juab County, State of Utah, identified as NEBO MEADOWS SUBDIVISION, being more particularly described in Exhibit "A" attached hereto and made a part hereof (referred to collectively herein as "the Property");

WHEREAS, Developer shall cause such Property to be conveyed subject to certain protective covenants, conditions and restrictions as hereinafter set forth.

NOW, THEREFORE, Developer hereby declares that all of the Property shall be held, sold and conveyed subject to the following covenants, conditions and restrictions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property.

1. Land Use and Building Type: Each lot within the Property is separately identified on Exhibit A" ("Lot"). No Lot shall be used except for residential purposes and such home based businesses as do not require additional customer parking. No building shall be erected, altered, placed or permitted to remain on any property other than one detached single-family dwelling not to exceed two stories in height. Every dwelling shall have as a minimum a two-car garage. All residences shall have a concrete paved driveway connecting the parking and garage area with a street allowing safe ingress and egress. All residences shall install air conditioning or other heating or cooling units in such a manner that they may not be observed from any street immediately adjacent to the residence or shall install them behind landscaping or architectural features, walls, or fences. All construction shall be of new materials.
2. Design Standards: The outside measurement of each house will not be less than Seventeen hundred and fifty feet (1,750) square feet on the main floor, exclusive of garages, porches, patios, and/or storage. Exterior walls of rock, stone, brick, cement board or stucco are required (with a minimum of 40% rock, brick or stone on the front of home). Colors of exterior materials must be in earth tones. Log houses, pre-fabricated houses, re-located houses, and anything of this nature are strictly prohibited. Each house will be designed and built in a way that reasonably mitigates against risks associated with the potential for collapsible soils, or other soils conditions, that may be found on each Lot.
3. Care and Maintenance of Lots: The owner(s) of each Lot shall keep the Lot free from rubbish, litter and noxious weeds. All structures, landscaping and improvements shall be maintained in good condition and repair at all times.
4. Nuisances: No noxious or offensive activity shall be carried out on any Lot nor shall anything be done thereon

which may be or may become an annoyance or nuisance to the neighborhood. No Lot shall be used for any illegal purpose.

5. Temporary Structures: No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently. No lumber, material or bulk materials shall be kept, stored or allowed to accumulate on any Lot except building or other materials to be used in connection with any construction, alteration or improvement approved in accordance with the terms hereof.

6. Signs: No signs of any kind shall be displayed to the public view on any Lot, except one sign of not more than one square foot for identification (numbering) purposes. One sign of not more than six square feet may be used for advertising the property for sale or rent. Notwithstanding the foregoing, Developer, contractors, or financial institutions during the construction of any improvements or structures may install signs up to forty-eight square feet.

7. Livestock and Poultry: No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that two dogs or two cats as household pets, may be kept provided that they are not kept, bred or maintained for any commercial purpose and are restricted to the owner's premises or on a leash under the handler's control. Pets shall not be kept if they create noise or exhibit aggressive behavior that constitutes a nuisance or a hazard to public safety.

8. Garbage and Refuse Disposal: No Lot shall be used or maintained for the dumping of rubbish. Garbage, noxious smelling materials, or other wastes shall not be kept except only in sanitary containers. No unsightly materials or other objects are to be stored on any Lot in view of the general public or neighboring Lot Owners.

9. Landscaping: Within 360 days from the issuance of a certificate of occupancy, a Lot shall be landscaped in a manner providing that all unpaved portions of front yards or side yards visible from the street shall be planted in either grass or other acceptable groundcover. Utility structures and facilities including, but not limited to, water lines, sewer lines, natural gas lines, electrical and communication facilities, etc., have been and may be placed in the future within the city-owned easement/right-of-way as designated on the Subdivision Plat Map. Lot Owners cannot and shall not impair the ability of any utility provider or Nephi City to replace repair, or install any utility structure or facility within the utility easement. Any and all costs to restore this area back to its original state after utility repair, replacement, or installation shall be borne by the Lot Owner. To conserve water, the use of drought tolerant, trees, flowers, shrubs, and grasses shall be encouraged. All irrigation systems shall contain automatic controls to conserve water. Landscaping shall be maintained at a reasonable standard compatible with other homes within the Property. Shrub and tree planting on corner Lots shall be located so as not to create a hazard for the movement of vehicles along streets. No trees or shrubs shall be planted on any street corner. Undeveloped Lots shall be kept free of all tall weeds by the owner(s) of said lots.

10. Paving: All driveways, walkways, parking areas and other areas of similar nature shall be paved with concrete in accordance with the approved plans and specification within 60 days of completion of buildings or improvements erected upon the subject Lot. However, during the time that frost levels prohibit installation of concrete driveways and walks the time for installation will be extended until concrete can safely be installed after thawing. All driveways must meet and be flush with the curb at the line where the driveway meets the curb.

11. Storage of Materials: During construction and for a period of 60 days after completion, a Lot may be used for the storage of materials used in the construction of the building or improvement. The total storage period shall not exceed 240 days.

12. Fences, Walls, Hedges, and Shrubs: Fences, walls, and hedges may be erected or planted in rear yards and

side yards not extending beyond the front line of the dwelling to a height not exceeding 6 feet. Fences, walls, and hedges may be erected or planted on remaining side yards and property lines not to exceed 4 feet. No fence, wall, hedge, shrub or other structure shall be placed along any front property line. No fence, wall, hedge, tree, plant, shrub or foliage shall be planted, kept or maintained in any manner as shall create a serious potential hazard or aesthetically offensive appearance.

13. Sight Distance at Intersections: No fence, wall, or hedge, which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the projected street-curb lines and a line connecting them at points 30 feet from the intersection of the street-curb lines extended. The same sight line limitations shall apply on a driveway or alley. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

14. Inoperable Vehicles: Motor vehicles that are inoperable shall not be permitted to accumulate upon any street or Lot. No automobile, recreation or commercial vehicle, other motorized vehicle, or any portion thereof, shall be dismantled, rebuilt, serviced, repaired or repainted on or in front of any Lot unless performed within a completely enclosed garage or other structure, or behind a vinyl or masonry privacy fence located on the Lot which screens the sight and sound of such activity from the public streets and neighboring Lots. The foregoing restriction shall not be deemed to prevent temporarily parking for loading or unloading of such vehicles.

15. Trailer/RV/Boat Storage: All Trailers, RVs or Boats shall be stored behind a fence out of sight. No Trailers, RVs or Boats are permitted on the street for any period of time. When loading/unloading Trailers, RVs or Boats, they shall be permitted on owner's driveway for a period of no more than 24 hours.

16. Slope and Drainage Control: No structure, planting, or other material, shall be placed or permitted to remain, or other activities undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of flow of drainage channels. The slope control areas of each Lot and all improvements in them shall be maintained continuously by the owner of the Lot, except for those improvements for which a public authority or utility company is responsible. No dirt may be left on the road improvements (curb, gutter, sidewalk, or asphalt surface) for any period of time for construction or landscaping purposes.

17. Damages to Improvements within the Property: Any damage inflicted on existing improvements such as curbs, gutters, streets, concrete sidewalks and such, by the purchaser or owner and/or their agents or contractors of any particular Lot within the Property must be repaired as soon as possible after such damage is discovered, and the expense of such repair shall be borne by the purchaser or owner.

18. Severability: In the event that any provision, restriction, covenant or condition is found to be invalid by a court of competent jurisdiction, the remaining provisions, restrictions; covenants and conditions shall remain in full force and effect.

19. Duration: This Declaration shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of 25 years from the date of recording of this Declaration, after which time this Declaration shall be automatically extended for successive periods of 10 years unless an instrument, signed by of the then owners of two-thirds (2/3) of the Lots, has been recorded agreeing to amend or terminate such Declaration.

20. Amendment: This Declaration may be amended by a written document signed by the owners of three-fourths (3/4) of the Lots in the Property.

21. Subdivision Plat Map: Subdivision Plat Map means and refers to the map entitled Nebo Meadows Subdivision filed concurrently herewith with the Juab County Recorder Juab County, Utah, executed and acknowledged by Developer, consisting of one (1) sheet each prepared by Ludlow Engineering & Land Surveying, as the Subdivision Plat Map may hereafter be modified, supplemented or amended in accordance

with law and the provisions hereof, which is attached as Exhibit A.

22. Governing Law and Enforcement: All property owners, tenants, guests, and occupants shall comply with the provisions of these Covenants, Conditions, and Restrictions (CCRs). This Declaration shall be governed by the laws of the State of Utah and the City of Nephi. Developer or owners of two-thirds (2/3) of the Lots may sign a petition. Developer or owners must designate a petition sponsor to represent and deliver the violations notice. The notice will provide 30 days to rectify violation. Any disputes regarding the interpretation or enforcement of these CCRs must first be submitted to mediation. If unresolved, the matter may then be brought before the Fourth Judicial District Court of Utah. Violations may be enforced through:

- Written notices and compliance deadlines
- Fines or penalties as permitted by law
- Legal action including injunctions or liens

The violating party shall be responsible for all enforcement costs, including attorney fees and mediation expenses.

[Remainder of this page intentionally left blank. Signature page follows]

Declaration of Covenants, Conditions, and Restrictions

PROPERTY

Nebo Meadows Subdivision

Date: _____

This Declaration of Covenants, Conditions, and Restrictions is executed to be effective as of the date first written above.

DECLARANT:

_____, Manager

Wright Direction, LLC, a Delaware limited liability company

Address: _____

City, State, ZIP: _____

STATE OF UTAH)

:ss

COUNTY OF JUAB)

On this ____ day of _____, 20__, before me, the undersigned Notary Public, personally appeared _____, known to me or proven on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that he or she executed the same in his or her capacity as Manager of Wright Direction, LLC, a Delaware limited liability company. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public

Residing at: _____

My Commission Expires: _____

"EXHIBIT A"

NEBO MEADOWS SUBDIVISION
PROPERTY DESCRIPTION

Parcel No. XA3A-0200-1: Beginning at a point South 89°39'13" West 556 feet along the mid-section line, and North 0°39'55" West 66 feet from the Center of Section 33, Township 12 South, Range 1 East, Salt Lake Base and Meridian, thence North 0°39'56" West 1260.27 feet to sixteenth line, thence South 89°42'54" West 495.68 feet along the sixteenth line, thence South 0°00'59" West 1260.81 feet to the North line of 1250 North Street, thence North 89°39'13" East 510.68 feet to the place of beginning.