

Mountain Meadows Protective Covenants

For the purpose of providing an orderly Development of the entire tract and for the further purpose of providing adequate restrictive covenants for the mutual benefit of successors in title to the subdivision of said tract, the following restrictions and reservations are imposed to which it shall be incumbent on our successors to adhere:

1. All lots within the subdivision shall be known and designated as residential building lots. A plot is defined as a lot, all adjoining lots, or portions thereof, belonging to or later acquired by the same owner. No Open carports will be constructed on any lot. Once any part of the dwelling or any other structure is used for the purpose of a garage, thereafter it shall be prohibited from conversion to living space or separate living quarters, or other integral part of the living area. All lots shall be accessed from the front only, accessed from Sierra Circle.
2. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building set back line shown on the recorded plat. In any event, no building shall be located on any residential plot nearer than 25 feet to the front lot line. In no event shall the distance between buildings be less than 10 feet at the front building line. No Dwelling, detached garage or other building shall be located nearer than 5 feet to a side lot line unless built on multiple lots or more than one lot, and in such case, not nearer than 5 feet to the side property line of such plot.
3. No business, trade, or activity shall be carried on upon any residential lot. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance to the neighborhood.
4. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuildings shall be used on any lot at any time as a residence, either temporarily or permanently.
5. No recreational vehicle shall be parked in front of the front building line or within view from a street, except on a temporary basis for a period of no more than 3 consecutive days. No trucks in excess of 1 ton, trail bikes, recreational vehicles, motor homes, motor coaches, campers, trailers, golf carts, motorcycles, bicycles, boats or boat trailer or similar vehicles other than passenger automobiles, pickup trucks, and vans with a capacity of 1 ton or less or any other motorized vehicles will be parked, stored or in any manner kept or placed on any portion of a lot unless enclosed in a garage or screened from view from street. This restriction, however, will not be deemed to prohibit commercial and construction vehicles, in the ordinary course of business, from making deliveries or otherwise providing services to a property owner.
6. No building shall be moved onto any lot. A detached storage building or a detached garage for not more than two cars shall be permitted, provided same is built on site at the same time or after construction of a residence in a location behind the existing residence. The exterior of such storage building, or detached garage, shall be of same character and construction design to the existing residence.
7. All front and side exterior walls of all dwellings, garages, and other buildings shall be at least 40% masonry construction, stone, stucco, or brick unless approved by architectural committee. All exterior fireplace walls that are visible from view of any street must be masonry construction, stone, stucco, or brick. The color of the exterior of such structures shall be compatible, coordinated, and harmonious with the stone, stucco, or brick and other features of the structures in contrast with the natural setting of the area in which the structures are situated. No foundations, stem walls, or other concrete block, or concrete of the dwelling shall be visible. Vivid or strong colors including but not limited to turquoise, pink, purple, orange, bright yellow, and bright blue will not be used on exterior painted or colored siding materials. All floor plans must be approved by the architectural committee prior to the start of construction. Written acceptance or concern to be given by committee within 30 days of submission.
8. Only roof colors found in nature such as shades of gray, black or brown will be allowed. Not all metal roofs shall be permitted; however, accent metal roofs shall be permitted of standing seam type application with no fasteners visible and not be more than 33% of the total roof coverage. No white shingles will be used on any structure. The roof pitch or slope for any structure erected on any lot shall have a minimum rise of 8/12, meaning that the slope or pitch must have a vertical rise of no less than 8 inches for each 12 inches of horizontal distance.
9. The floor area of the main residence, exclusive of porches and garage, shall not be less than 1600 square feet, and the ground floor level of not less than 1200 square feet on residences with more than one level.
10. No all metal chain link fences, or pens for purposes of containing dogs or other animals, will be allowed. Wood privacy fences not taller than 6', prefabricated privacy fencing not taller than 6', and coated chain link fencing with wood post and rails not taller than 4' shall be allowed. No fences or walls shall be installed on the front of any lot in this subdivision, between the front lot line and the front building set

back line. Except decorative walls or planters may extend not more than 10 feet in front of the front building line. No fence shall be constructed within 3 feet of any concrete drainage structure.

11. No clothes lines, drying yards, service yards, wood piles, or storage areas shall be so located as to be visible from a street.
12. No detached garage or other outbuilding shall be permitted on the easements reserved for utilities or drainage.
13. Mailboxes for a residence shall be constructed by the builder/owner at the street between the sidewalk and curb and shall be constructed of brick, stone, or stucco, and of the same material as the main residence.
14. Building materials may be stored for a period of 30 days prior to start of construction. Construction of a residence must be completed within 12 months after commencement. All other improvements or structures commenced on a lot will be completed within 6 months after commencement.
15. Prior to time of construction, during and/or after construction, no rocks, earth, debris, downed trees, land fill, sand, construction materials or equipment will be placed, parked or stored on adjoining property or lots which do not belong to current lot owner. No portion of any adjoining lot or tract will be disturbed or the topography changed which does not belong to current lot owner. No trash, ashes, garbage, construction materials or other refuse will be thrown or dumped on any land or lot within the subdivision. There will be no burning or other disposal or refuse out of doors, except the developer may burn timber from clearing right of ways during development of the subdivision. Outside storage of building materials, old cars, or other salvage shall not be permitted. All lots must be built on within 6 months of purchase and construction to not exceed 1 year.
16. All electrical, television, natural gas, and telephone service installations will be placed underground. There will be no towers or television antennas installed on any structure, and television satellites shall only be installed where such is not visible from a street. All residences shall be constructed with central heat and air systems. No portable, window or wall type heating or air conditioning units shall be permitted. Ductless mini split, if not visible from road, is acceptable.
17. No above ground swimming pools will be allowed.
18. Sod grass will be laid upon a plot and must be laid on the entire yard and within 15 days from completion of a residence and each residence or any structure will be landscaped on all sides facing a street within 1 month of completion of construction.
19. Each lot owner will be responsible to ensure that proper interior lot drainage will be established whereas the drainage will be designed to flow to the street or established drainage reserves and shall not drain upon, interfere with, cause water runoff, or produce water erosion damage to or upon an adjoining lot.
20. Each residence shall be constructed at a minimum finish floor elevation as originally engineered and designated by engineer if required per lot, with such finish floor elevation data maintained on file with the developer.
21. No sign of any kind shall be displayed to the public view of any lot, except one professional sign of no more than one square foot displaying the property address or one professional sign of not more than 5 square feet advertising the property for sale during construction or sales period. Except that developer shall be permitted to display signs promoting development, lot, and home sales.
22. No yard ornaments in excess of 24 inches in height, animal statues, trampolines, or plastic vivid colored playground equipment will be placed on any lot in view of a street.
23. No portable basketball structures will be allowed. Permanently installed basketball structures will be allowed, provided such as located no closer than 20 feet from back of street curb. No lot shall be used to access any parcel of land if not a part of mountain meadows subdivision.
24. During the time of construction and prior to completion of a residence, each owner shall have professional constructed a concrete sidewalk fronting all street(s) within development which is 60 inches in width with a minimum depth of 4 inches. Said sidewalk shall be located 24 inches behind the curb back, have an elevation of no more or less than 3 inches above or below the curb top, have expansion cuts every 5 feet and run the entire width of the plot. If an additional lot, or portion thereof, is later acquired by a lot owner which joins a current plot with an existing residence, then such additional lot, or portions thereof, shall have a sidewalk constructed upon the lot acquired within 60 days of the acquisition. ADA Concrete ramps will be installed in accordance with the standards. No structure or fixtures of a permanent or temporary nature will be allowed which block the sidewalk for a pedestrian using the sidewalk.

25. It shall be the cooperative responsibility of each and all owners of developed lots within the subdivision to maintain the entry way and all improvements as may be constructed at entrance. This maintenance responsibility shall include the lot designed for "Reserve A Drainage and Utilities."

It shall be the cooperative responsibility of each and all owners of developed lots within the subdivision to maintain the entryways, right of way, and dedicated tracts as referenced above including mowing, landscape; brick or rock column; subdivision logo signs, fencing, equipment, entry lights and fixtures, if any; and, pay the utilities for lights, landscape, and irrigation.

In order to provide common maintenance for the benefit of all lots within the subdivision, each owner of a developed lot shall pay an annual Mountain meadows HOA Maintenance fee on January 1 of each year in the amount of One Hundred Ninety Five Dollars (\$195.00), or such reasonable amount as may be deemed necessary, per developed lot owned, whether such ownership is by the building contractor in process of construction or improvements, or individual (excluding developer), to a committee of three (3) trustees. If any assessment or any part thereof is not paid on the date(s) when due, then the unpaid amount of such assessment shall be considered delinquent and shall, together with non-compliance charges as provided in paragraph 30, and interest thereon at the maximum rate allowed under applicable law and costs of collection thereof, there upon become a continuing debt secured by a self-executing lien on the lot of the non-paying owner which shall bind such lot in the hands of the owner and owner's heirs, executors, administrators, devisees, personal representatives, successors, and assigns. The board shall have the right to reject partial payment of an unpaid assessment and demand the full payment thereof. The obligation for unpaid assessments shall be unaffected by any sale or assignment of a lot, and shall continue in full force and effect. No owner may waive or otherwise escape liability for any assessment period herein by non-use of the common properties or abandonment of a lot or property owned.

A "developed lot" is a lot, whether containing improvement or not, and has curb, water available, gas available, and electric available.

It shall be the fiduciary duty of the trustees, on behalf of the organization known as Mountain Meadows Homeowners Association (HOA) to Coordinate the collection of the annual fees, to maintain those items as set forth above, and to pay for such utilities. The original trustees shall be Tyson and Laura Young, who shall remain trustees until such time as he or she shall resign, assign his or her position, or is removed and replaced in an election called for said purpose. If a trustee should resign, then the remaining trustees shall fill the vacant position, or may conduct an election to replace a current trustee. A trustee may be removed upon receipt of a written request for removal signed by fifteen percent (15%) of the owners of lots with the subdivision, and in such case nominations and an election shall be held for a replacement trustee within sixty (60) days from receipt of such written request. Nominations for a replacement trustee may be made by any owner of a lot within the subdivision and the election shall be conducted by the trustee committee with a new trustee elected by a majority of the votes of all the lot owners voting in said election, with a lot owner having the same number of votes as the number of whole lots owned by said owner. The cost of the election shall be paid from the Mountain Meadows HOA Maintenance funds.

The nature, design, and landscaping of the entry ways, Mountain Meadows Design, signs, brick or rock columns, and/or fences shall not be changed from the original of the developer without the written approval of the owners of a majority of the lots within the subdivision.

Where the term trustee is state, such shall denote a person as part of a committee acting in a fiduciary capacity with the responsibility, duty, and obligation to act as trustee in strict adherence of the guidelines of the protective covenants, without performance in conflict of the protective covenants. Such trustee basic duties shall include but not be limited to; (1) education of all owners regarding the guidelines of the protective covenants, (2) establish sufficient owners dues to maintain all common areas identified in the protective covenants, (3) provide timely written notice to owner(s) whose property are, or may be, in violation of the protective covenants, and (4) maintain property records with periodic financial reports provided to the property owners.

Trustees while serving as trustees as compensation shall be relieved and waived of paying Mountain Meadows HOA Annual maintenance fees per full annual term served as a trustee for up to the amount due for one (1) lot.

26. All fences and or wood privacy fences originally installed by the developer is, and shall be, the ownership of the owner(s) where such fence is located on the boundary of their property. In such case of destruction of any fence beyond normal age depreciation by natural disaster or third-party damage, shall be the sole responsibility of the property owner for replacement. It is the responsibility of the trustee committee, on behalf of and for the benefit of all property owners, to maintain the wood privacy fencing of Mountain Meadows to provide the aesthetic appeal and harmony of the wood fencing, such shall be maintained as the same type, nature, height, level, design, and with or without application of colored stain or paint, as originally designed by the developer. The term maintenance in relation to the fencing shall be defined as the periodic and ongoing repairs and replacement of any and all components of the fencing resulting from normal age depreciation, and including the trimming of all trees and/or bushes if any, which are located within the existing tract or drainage and utility reserves which are in contact with the fence which may affect condition and normal life of fence. Maintenance shall not include the replacement of any portion of fence which is damaged by natural disaster of third party beyond normal age depreciation, and in such case

it shall be the responsibility of the property owner to replace that damaged portion with new materials having the same type, nature, height level, and design as the original fence.

27. No oil drilling, oil development, or mining operations will be carried on within the development.
28. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot; except that of dogs, cats, or other normal household pets may be kept, provided that they are not kept, bred, or maintained for a commercial use, and provided they are kept within fenced areas. Under no condition, shall a pet be allowed to roam freely throughout the subdivision unless accompanied by the pet owner.
29. Each owner and occupant of any part of a lot shall jointly and severally have the responsibility and duty at their sole cost and expense, to keep each lot and any improvements thereon maintained in good repair, including buildings, improvements, and grounds in a well maintained, safe, clean, and attractive condition at all times. Cut grass or landscape trimming will not be purposefully propelled onto any street, and such grass or landscaping trimmings shall be removed from a street as part of lawn and landscape maintenance.

Maintenance shall include, but not be limited to, the following: (a) prompt removal of all litter, trash, refuse, and waste; (b) lawn mowing and edging along all concrete driveways, sidewalks, and curb; (c) tree and shrub pruning; (d) watering; (e) maintaining exterior lighting and mechanical facilities in good working order; (f) maintaining lawn and landscape alive, and free of weeds, and attractive; (g) maintaining parking areas, driveways, and walkways in good repair; (h) complying with all governmental, health, and police and sheriff requirements; (i) repainting of improvements; (j) immediate repair of any and all exterior damage to dwellings or improvements. Any and all exterior lighting installed on any lot shall either be indirect or of such controlled focus and intensity as to not disturb the residents, street traffic, or adjacent property owners.

30. Parking and driveway areas on each plot shall be designed to accommodate sufficient "off-street" parking for all vehicles of those persons residing at a residence. Parking in a street shall not be allowed except for short term parking of guests for a term of not more than 24 hours.
31. These covenants shall run with the land and shall be binding on all parties, all lot owners, and all persons claiming under them until December 31, 2028, at which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument in writing signed by the record owners of 70% of the lots has been recorded agreeing to chance said covenants in whole or in part.
32. If the parties hereto or any of them, their heirs, assigns, or successors, or any lot owners or persons claiming under them shall violate or attempt to violate any of the covenants herein, it shall be lawful for developer, any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the persons violating or attempting to violate any such covenant, and either to prevent him, her, or them from so doing or to recover damages or other dues for such violations. Any party prosecuting any such suit successfully shall be entitled to recover, in addition to other damages, a reasonable attorney fees and court costs incurred in such litigation.
33. Invalidation of any one of these covenants by judgement or court shall in no way affect any of the other provisions which shall remain in full force and effect.