

DECLARATION OF RESTRICTIVE COVENANTS  
SWEETWATER PARK SUBDIVISION NO. 5  
A SUBDIVISION IN RICH COUNTY, UTAH

This Declaration of Restrictive Covenants made this 24 day of August 1972, by SWEETWATER INCORPORATED, a Utah corporation.

WITNESSETH:

WHEREAS, Sweetwater Incorporated, a Utah corporation (hereinafter sometimes referred to as the "Corporation") is the owner of the following-described real property situated in Rich County, State of Utah:

All of Sweetwater Park Subdivision No. 5 according to the official plat thereof on file in the office of the County Recorder of Rich County, State of Utah.

and

WHEREAS, Sweetwater Incorporated is the surviving corporation of a merger between Bridgerland Beaches Incorporated and Bridgerland Incorporated: and

WHEREAS, Sweetwater Park Subdivision No. 5 is a part of a larger recreational development known as Sweetwater Park at Bear Lake, situated in Rich County, State of Utah (hereinafter sometimes referred to as the "Development") which it is contemplated will ultimately include several subdivisions, a marina and other resort and recreational facilities; and

WHEREAS, the Corporation has subdivided the land described above into lots, streets and common areas as designated in said plat of Sweetwater Park Subdivision No. 5 and desires to place certain covenants and restrictions on said land as part of a plan for the improvement and benefit of Sweetwater Park Subdivision No. 5 (hereinafter sometimes referred to as the "Subdivision") and the Development, and for the protection and benefit of the Corporation and any and all future owners of interests in said real property.

NOW, THEREFORE, the following covenants, restrictions, reservations and requirements are hereby created and declared to be covenants running with the land above-described, and the undersigned Sweetwater Incorporated, owner of said land, does hereby declare that the above-described land is to be held and conveyed subject to the covenants, restrictions, reservations and requirements hereinafter provided.

I.

LOTS

A. Each and every lot in the subdivision is hereby designated as a residential lot and no structures shall be placed, erected, altered, constructed or permitted on any such lot and no use shall be made of any such lot or any structures thereon except as provided herein.

B. The lots within the Subdivision will range from approximately one (1) acre to less than two (2) acres in size. Lots may not be further subdivided by the Corporation or by the owners thereof and no owner shall have the right to sell or convey less than a full-size lot, as recorded.

C. The following requirements shall apply to all dwellings placed, erected or constructed on any lot in the Subdivision:

1. Minimum ground floor square footage for dwellings shall be six hundred seventy-two (672) square feet for a single level dwelling and five hundred fifty (550) square feet for a multiple level dwelling.

2. All structures shall be completed on the exterior within sixteen (16) months from the start of construction including the application of paint, stain or varnish.

3. All dwellings shall be set on permanent foundations or, if necessary, on piers.

4. No dwelling shall be higher than two (2) stories from any one elevation.

5. All structures must be set back not less than thirty (30) feet from any street line and not less than twelve (12) feet from any side line.

6. No structure shall be erected, placed, altered or permitted to remain on any residential lot other than one (1) single family dwelling, private garage, boathouse and stable.

7. No dwelling shall be occupied until plumbing and electrical work are substantially completed, including private inside bathroom facilities.

D. The Planning Committee.

1. No building or other structure shall be placed, erected or constructed on any lot in the Subdivision without the prior written approval of the Planning Committee. No modifications, alterations or additions in excess of five hundred dollars (\$500;00) (fair market value) may be made to any lot in the Subdivision without the prior written approval of the Planning Committee.

2. The Planning Committee shall be composed of four persons, one of whom shall be an architect licensed in the State of Utah and appointed by the Corporation, one of whom shall be an engineer licensed in the State of Utah and appointed by the Corporation, one of whom shall be an officer or designee of the Corporation and one of whom shall be a representative of the Sweetwater Park Homeowners' Association, Inc.

3. All persons desiring to place, erect or construct a building or structure on any lot in the Subdivision or desiring to alter, amend or add to any existing building or structure within the Subdivision shall submit a written application for approval of such improvement to the Planning Committee and in Connection therewith shall submit complete plans and specifications for the proposed improvement or improvements showing the following:

a. An overall view of the proposed improvement or improvements.

b. The location of said improvement or improvements on the lot upon which it or they will be placed or constructed and the location of the proposed improvement or improvements relative to other improvements on said lot.

improvements relative to other improvements on said lot.

c. Floor plans of each floor level.

d. The basic structural system of the improvement or improvements and the materials to be used in the construction thereof.

e. Elevations.

f. Provision for temporary and permanent parking of vehicles in connection with use of the facility.

g. Design and layout of proposed sewage disposal facilities.

h. Proposed time schedule for construction to completion.

4. The Planning Committee shall not give its consent to the proposed improvement unless, in the opinion of the Planning Committee, the improvement is properly designed and the design, contour, materials, shapes, colors and general character of the improvement shall be in harmony with existing structures on the lot and on neighboring lots, and in harmony with the surrounding landscape, and the improvements shall be designed and located upon the lot so as to minimize the disruption to the natural land forms and vegetation cover.

5. The Planning Committee shall have the right to disapprove any application in the event said application and the plans and specifications submitted therewith are not of sufficient detail, or are not in accordance with the provisions herein set forth, or if the design or construction of the proposed improvement is not in harmony with neighboring improvements and the general surroundings, or if the design and the plans for construction do not include sufficient safeguards for preservation of the environment or for any other reason the Planning Committee may deem in the best interests of the Subdivision. The decision of the Planning Committee shall be final, binding and conclusive on all of the parties affected.

E. Mobile homes, trailers, temporary houses, tents and similar structures and vehicles may not be placed on or erected upon any lot except temporary structures may be placed on a lot for use in connection with the construction of permanent structures on said lot during the period of construction only.

F. The Corporation reserves the right to change at any time the bounds and area of any lot owned by it provided such change does not adversely affect the access to any lot sold to a third party, and that such change has been approved and is in accordance with the various county, state and/or federal regulations controlling this Subdivision.

## II.

### USE OF LOTS

Lots shall be used for residential purposes and purposes normally incident to residential occupancy and any other use including, but not limited to the following:

7 A. No commercial trade or business may be conducted on any lot in the subdivision.

B. No advertising signs or structures may be placed on any lots.

C. No obnoxious or offensive or illegal activities or conduct shall be carried on upon any lot nor shall anything be done thereon which shall constitute an unreasonable annoyance or nuisance to occupants of other lots.

D. Owners of occupied or unoccupied lots shall at all times keep and maintain their property in an orderly manner and all rubbish, trash, debris or garbage shall be regularly removed from the property and shall not be allowed to accumulate thereon. No unregistered vehicle, unless garaged, shall be allowed in the Subdivision.

E. Any dwelling, garage, stable or other structure which is destroyed or damaged in whole or part by fire, windstorm or for any other reason, must be rebuilt or all debris removed and the lot restored to a sightly condition with reasonable promptness.

### III.

#### COVENANTS TO RUN WITH LAND

The covenants and restrictions herein set forth shall run with the land described above and be binding on all persons claiming any interest in the lots or any part thereof for a period of fifteen (15) years from the date hereof, at which time said covenants and restrictions shall be automatically renewed for successive periods of ten (10) years unless by vote of a majority of the then owners of said lots, voting as hereinafter provided, it is agreed to change said covenants and restrictions in whole or in part.

### IV.

#### SEWAGE, WATER AND UTILITIES

A. Sewage. Unless and until a sanitary sewage system shall have been constructed to serve the Subdivision, an individual sewage disposal system constructed in accordance with requirements of the Utah State Department of Health and other appropriate health authorities shall be installed to serve each dwelling by the lot owner. Such sewage disposal system shall consist of a water tight holding tank for disposal by a scavenger service unless special permission is obtained from the Planning Committee for use in approved areas of a septic tank and drainage field. When special permission is obtained for use of a septic tank and drainage field, County approval must be obtained by the lot owner prior to construction. The effluent from septic tanks shall not be permitted to discharge into any streams, storm sewers, open ditches or drains. No outside privy, toilet or outhouse, temporary or permanent, shall be permitted on any lot.

B. Water. Culinary water shall be supplied by the Corporation to a point adjacent to each lot on the road or on easement lines indicated on the Subdivision Plat, and the owner of each lot shall be required, at said owner's expense, to install pipelines connecting the dwelling on the owner's lot to such a point. Culinary water shall be supplied to the connection point to an owner's lot, as shown by the easement lines on the Subdivision Plat, by August 15, 1973, or within 30 days after an approved building permit issued by Rich County, Utah, is supplied to the Corporation by said lot owner, whichever is the last to occur. Water shall be accepted and used by said owner in conformity with all rules and regulations as may be adopted by the Corporation or any other proper authority. Outside use will be prohibited except for emergency use in starting trees and shrubs.

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C. Electricity. Electricity shall be supplied by the Corporation to certain points within the Subdivision, as shown by the easement lines on the Subdivision Plat, and the owner of each lot shall be required to install, at the owner's expense, such lines as are necessary to connect the dwelling on the owner's lot to such a point. Electricity shall be supplied to the connection point to an owner's lot, as shown by the easement lines on the Subdivision Plat, by August 15, 1973, or within 30 days after an approved building permit, issued by Rich County, Utah, is supplied to the Corporation by said lot owner, whichever is the last to occur. All electricity lines must be installed underground, including the lines from the connection point, as shown by the easement lines on the Subdivision Plat, to the Owner's dwelling.

D. Other Public Utilities. All public utilities, including electric power, telephone communication and natural gas (if any), shall be used by the individual owners under the rules and regulations prescribed by the company furnishing the public utility when and as said public utility is made available to each lot owner.

#### V.

#### EASEMENTS

A. Easements for the installation of transmission lines, pipe lines and certain rights-of-way are shown on the Subdivision Plat.

B. The Corporation reserves for itself and its successors and assigns the right to enter upon any lot to construct and maintain public utilities and improvements, pipes, poles, wires, etc., whether underground or above ground, so long as such construction and maintenance does not hinder or prevent the construction of buildings on any lots.

#### VI.

#### OWNERSHIP USE AND ENJOYMENT OF PARKS AND RECREATIONAL AMENITIES AND COMMON AREAS

A. All parks, recreational facilities and other amenities within the Subdivision or Development are private and shall be for the use and benefit of the owners of lots in Sweetwater Park Subdivision No. 5 and for the owners of lots in other subdivisions within the Development and other classes of persons as determined by such rules and regulations as may be established from time to time by the Corporation. Nothing contained herein or in the Subdivision Plat shall be deemed to create a public right to use any such facilities or amenities or to constitute a dedication of such facilities or amenities to the public. The Corporation shall have the right to adopt reasonable rules and regulations, not inconsistent with the covenants contained herein, and to amend the same from time to time, relating to the use of the common areas and the recreational and other facilities.

B. The ownership of all recreational facilities and common areas in the Subdivision shall be in the Corporation; provided, however, at such time as the Corporation shall have sold ninety per cent (90%) of the lots within the Subdivision, the Corporation shall convey any and all of the facilities designated as common areas on the plat to the Sweetwater Park Homeowners' Association, Inc., which shall accept such conveyance.

C. Lot owners shall have access to and the right to the use and enjoyment of the marina and other resort and recreational facilities owned by the Corporation, in accordance with such rules and regulations as may be established from time to time by the Corporation and upon paying such dues or charges, if any, as may be required by the Corporation.

## VII.

### SWEETWATER PARK HOMEOWNERS' ASSOCIATION

A. Every person acquiring legal or equitable title to any lot in the Subdivision shall become a member of the Sweetwater Park Homeowners' Association, Inc., a Utah non-profit corporation (hereinafter sometimes referred to as the "Association") and shall be entitled to one (1) share of stock in said Association for each lot for which legal or equitable title was acquired; provided, however, upon the completion of a dwelling upon a lot in the Subdivision, the owner of said lot shall be entitled to an additional two (2) shares of stock in the Association. Each lot owner covenants to be and continue to be a shareholder of the Association and to promptly, fully and faithfully comply with and conform to the By-Laws of the Association and the rules and regulations from time to time prescribed thereunder by the Governing Board of said Association or its officers and to promptly pay in full all dues, fees or assessments levied by said Association on lot owners. Transfer of title to a lot shall automatically transfer the shares of stock in the Association appurtenant to such lot to the transferee or transferees. The Corporation shall be regarded as the owner of all unsold lots in an approved and filed subdivision in the Sweetwater Development and shall be entitled to shares of stock in the Association based on said lots and shall have the full right to vote said shares. Sweetwater Park Homeowners' Association, Inc., shall include all subdivisions of the Sweetwater Development.

B. The purpose of the Association shall be to promote the community welfare of the Subdivision and of the Development.

C. The Corporation will develop and construct a water system and streets for the Subdivision. Upon substantial completion of the water system and streets in the Subdivision, the Corporation shall convey and transfer such water system and streets to the Sweetwater Park Homeowners' Association, Inc., which shall accept such conveyance.

D. The Association shall be responsible for the establishment and enforcement of rules and regulations with respect to common areas within the Subdivision. After the Association has acquired title to the common areas, water system and streets, it shall be solely responsible for the operation, maintenance, upkeep and repair of all such common areas, water system and streets. The costs of such activities will be met by assessments levied by the Association upon the stockholders thereof. Each such assessment, when properly assessed according to rules and regulations to be established by the Association, shall be and remain a lien upon the real property of such stockholders in the Subdivision and upon the stock of such stockholders in the Association. Said lien shall continue until all assessments are fully paid or otherwise satisfied.

E. The Association shall have such powers as set forth in its Articles of Incorporation and the laws of the State of Utah, including the power to assess and collect from each member of the Association a monthly charge in an amount to be determined by the Association. Such charges shall be determined and shall be levied and collected according to rules and regulations to be determined by the Association.

F. The lien for such assessments as may be made by the Association shall be subordinate to the lien of any mortgage or deed of trust placed upon any lot for the purpose of financing the acquisition thereof or the construction of improvements thereon.

VIII.

PENALTY FOR VIOLATION

The Corporation, the Association or other persons to whose benefits these restrictive covenants enure may prosecute any proceedings at law or in equity against any persons violating or attempting to violate any of the provisions hereof and may prevent such persons from committing such violations and may recover damages or seek other relief for such violations. A waiver of a breach of any of the restrictive covenants contained herein shall not be construed as a waiver of any succeeding breach or violation thereof or of any other restrictive covenant. In the event legal action is necessary to enforce any of these restrictive covenants, such as conformance to a restriction or payment of a charge, then the prevailing party shall be entitled to expenses of enforcement, including reasonable attorneys' fees.

IX.

SAVINGS CLAUSE

Invalidation of any one of the covenants and restrictions hereinbefore set forth by judgment or court order or other official decree shall in no way affect any of the other provisions hereof which will remain in full force and effect during the term hereof or any renewals or extensions thereof. The Corporation, its successors and assigns, reserves the right to grant a variance from these restrictions to any lot owner, when a literal enforcement thereof would work an undue hardship or prevent utilization of the best features of a lot in this Subdivision by an instrument duly recorded in the office of the County Recorder of Rich County, State of Utah. Said variance shall not conflict with any applicable county, state or federal regulation.

IN WITNESS WHEREOF, Sweetwater Incorporated has caused this Declaration of Restrictive Covenants to be executed the day and year first above written.

ATTEST:  
BY STANLEY S. CHEEVER  
Secretary

(SEAL)

SWEETWATER INCORPORATED  
By BRIAN C. SWINTON  
President

STATE OF UTAH )  
: ss.  
COUNTY OF SALT LAKE )

On the 24th day of August 1972, personally appeared before me BRIAN C. SWINTON and STANLEY S. CHEEVER, who, being by me duly sworn, did say that they are the President and Secretary, respectively, of Sweetwater Incorporated, a Utah corporation, and that the within and foregoing Declaration of Restrictive Covenants of Sweetwater Park Subdivision No. 5 was signed on behalf of said corporation by authority of a resolution of its Board of Directors and said BRIAN C. SWINTON and STANLEY S. CHEEVER duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

(SEAL)

James B. Kennard  
NOTARY PUBLIC  
Residing at Salt Lake City, Utah

My Commission Expires:  
March 1, 1975

Recorded August 26, 1972 Filing No. F12,796  
At 11:50 AM In Book H2 Page 206  
Fee \$12.00 Zerea B. Jessop, Rich County Recorder