

DECLARATION OF RESTRICTIVE COVENANTS
OMEGA SUBDIVISION NO. 3
A SUBDIVISION IN RICH CO. ——— UTAH

This Declaration of Restrictive Covenants made this 15th day of December, 1976, by OMEGA PROPERTIES, a Utah limited partnership,

WITNESSET:

WHEREAS, OMEGA PROPERTIES, a Utah limited partnership (hereinafter sometimes referred to as "Omega"), is the owner **of** the following-described real property situated in Rich County, State of Utah:

All of Omega Subdivision NO. 3 according to the official plat thereof on file in the office ofc the County Recorder of Rich County, State of Utah.

and

WHEREAS, omega subdivision No. 3 **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 includes several subdivisions, a golf course, beach resort, marina and other resort and recreational facilities; and

WHEREAS, omega has subdivided the land in Omega Subdivision No, 3 into **lots**, streets and common areas, as designated in said plat of Omega **Subdivision** No. 3, and desires to place certain covenants and restrictions **on** said land as part of a plan for the ~~improvement~~ and benefit of omega Subdivision No. 3, (hereinafter sometimes referred to as the "Subdivision") and the Development, and for the protection and benefit of Omega and any and **all** future owners of interests **in** said real property.

NOW, THEREFORE, the followint covenants „restrictions, reservations and requirements are hereby created and declared to be covenants running with the land above-described, and the undersigned Omega, owner of said land, does hereby declare that the above-described aindiis to be held and conveyed subject to the covenants, restrictions, reservations and requirements hereinafter provided,

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 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** be a minimum of 12,000 square feet in size. Lots may not be further subdivided by Omega 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. No dwelling shall be erected, placed, altered or permitted to remain on any lot other than one detached single-family dwelling and private garage not to exceed twenty-eight (20) feet above the lowest finished grade elevation contiguous to the 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, if approved by the Planning Committee.

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

5. All structures must be set back not less than (a) thirty (30) feet from any street line, (b) thirty (30) feet from any rear lot line and (c) not less than ten (10) feet from any side line, except that a private garage located at least ten (10) feet behind the dwelling may have a side yard of one (1) foot, except that the street side yard of a corner lot shall be twenty (20) feet for main and accessory buildings. Minimum total square footage for dwellings shall be nine hundred (900) square feet, exclusive of open porches and garages and for two story dwellings the minimum ground floor square footage shall be **six** hundred seventy-two (672) square feet. No structure shall be allowed to interfere with or be constructed on any natural drainage canals, swales or draws.

6. Notwithstanding the foregoing, if one dwelling is to be placed on two or more lots owned and to be used by the same individuals, the side line set back may be waived by the Planning Committee.

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

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 (4) persons one of whom shall be an architect licensed in the State of Utah and appointed by Omega, one of whom shall be an engineer licensed in the State of Utah appointed by Omega, one of whom shall be an officer or designee of Omega and one of whom shall be a representative of the Sweetwater Park golf course 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, together with a reasonable processing fee of Fifty Dollars (\$50.00), 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.
- 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.
Elevations,
- f. Provision for temporary and permanent parking of vehicles in connection with use of the facility.
Design and layout of proposed sewage disposal facilities
Proposed time schedule for construction to completion.
- i. A survey acceptable to the *Planning* Committee locating lot corners and the proposed building position.

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.

5e 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.

F. omega 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.

G. Fence heights **shall** be limited so that they will not prohibit the natural migration or feeding patterns ^{of} the deer and elk.

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, shall be prohibited:

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 car 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 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.

F. No animals, livestock, **or** poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided they are not kept, bred, **or** maintained for any commercial purpose, and are restricted to owner's property or on leash under handler's control.

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 art.....:thereofrfor E...Teriod'sefsfifteen: 15):.Y.yearssfromrtleensr 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,rit is agreed to change said covenants and **restrictions**(in whole or *in* part,

IV6

SEWAGE, WATER AND UTILITIES

A. Sewage. Sewer lines shall be supplied by Omega to a **point** adjacent to each **lot** on any part of 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**. Sewer lines shall be supplied to the connection point to an owner's ^{lot,} as shown by the easement lines on the Subdivision Plat, by December 31, 1980, **or** within thirty (30) **days** after an approved building permit issued by Rich County, Utah, is supplied to Omega **by** said lot owner, whichever is the last to occur. Sewer **lines** shall be accepted and used by said owner in conformity with all rules and regulations **as** may be adopted by Omega or any other proper authority. The lot owner **shall** be required to pay to omega a reasonable sewer ^{connection} fee currently set at Four Hundred Fifty Dollars (\$450.00) per connection.

B. Water. Culinary; water shall be 'supplied by Omega to a,point' adjacent to each lot on any part of the road or on easement' lines indicated on the' subdivision Plat, **and** the owner of each lot shall be required, at said owners' expense, to install . pipelines connecting the dwelling on the owner's lot !to such'' a point. Culinary water **shall** be suppliedto the **connection point** to an owner's lot,: as shown by the easement lines on the' **Subdivision** Plat, by December 31,1 1980, or within thirt (30) **days** after an approved building-permit issued by Rich County, Utah, is supplied to Omega **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** maybe adopted by Omega or any other proper authority. Outside use **will** be prohibited except for emergency use in starting trees and shrubs. The lot owner will **be** required to pay to Omega a reasonable water connection fee currently set at One Hundred fifty Dollars (\$150.00) per connection.

C. Electricity. Electricity shall be supplied by omega 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 said owners 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 December 31, 1980, or within thirty (30) days after an approved building permit, issued by Rich **County**, Utah, is supplied to Omega 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.

EASEMENTS

A. Easements for the installation of transmission lines, pipe lines and certain rights-of-way are shown *on* the subdivision plat,

B. Omega reserves for itself and its successors and assigns an easement for water drainage *in* all drainage ditches and drainage courses to the extent that surface runoff *from* the roadways and adjacent lands will be permitted *to* go across said areas.

C. Omega 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 golf courses, 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 the subdivision 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 Omega or Sweetwater Park, a Utah 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. Omega and Sweetwater Park 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** recreation facilities and common areas in the Subdivision shall be in Omega; provided, however, at such time *as* Omega shall have sold ninety per cent (90) of the Lots within the Subdivision, Omega shall convey any and **all** of the facilities designated as common areas on the plat *to* the Sweetwater Park Golf Course 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 golf course, beach resort, marina and other resort and recreational facilities owned by Sweetwater Park in accordance with such rules and regulations as may be established from time to time by Sweetwater Park and upon paying such dues or charges, if any, as may be required by Sweetwater Park.

VIIIe

SWEETWATER PARK GOLF COURSE HOMEOWNERS' - ASSOCIATION INC.

A. Every person acquiring legal or equitable title to any lot in the Subdivision shall become a member of the Sweetwater Park Golf Course 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. Omega shall be regarded as the owner of all unsold lots in an approved and filed subdivision filed by it in the 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 Golf Course Homeowners Association, Inc., shall include all subdivisions of the Developments on the golf course and certain other designated subdivisions.

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

C. Omega will develop and construct a sewer system, water system and streets for the Subdivision. Upon substantial completion of the sewer lines, water lines and streets in the Subdivision, Omega shall convey and transfer such sewer lines, water lines, and streets to the Sweetwater Park Golf Course 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, sewer lines, water lines and streets, it shall be solely responsible for the operation, maintenance, upkeep and repair of all such common areas, sewer lines, water lines 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'ax}d regulations to be determined by the Association.

F. The lien for such assessments as may be made by lthe 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.

G. Sweetwater Park entered into an Agreement with Rich County dated March 29, 1973, which provides that Rich county shall not be obligated to assume ownership **OR** maintenance responsibilities for the water system, sewer system, surface drainage system and road system and which provides that if these systemszare not maintained that Rich County shall have the right of assessment to insure that such maintenance is performed. Said Agreement is available for inspection at the offices of Sweetwater Park and the Rich County Clerk.

VIII.

PENALTY FOR VIOLATION

ome^ga, the Assocⁱatⁱon or other entities or 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 sha not be construed as a waiver of any succeeding breach or violation thereof of 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:theprevailing party shall be entitled to expenses of enforcement, including reasonable attorneys' fees.

IX.

SAVINGS CLAUSE

Invalidation of any one of the covnenants 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. Omega, 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 hardshipor 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 regualtion.

IN WITLESS WHEREOF, Omega Properties has caused this Declaration of Restrictive Covenants to be executed the day and year first above written.

EGA PROPERTIES,
a Utah limited partnership

BY SWEETWATER PARK, a Utah
corporation, its General Partner

BY _____ (signed)
Brian C. Swinton, President

ATTEST:

BY (signed)
Frank E. Moss, Jr.
Secretary

STATE OF UTAH)
 ss
COUNTY OF SALT LAKE)

On the 15th *day* of December 1976, personally appeared before me BRIAN Ca SWINTON and FRANK E. MOSS, JR., **who**, being by me duly sworn, did say that they are the President and Secretary, respectively, of Sweetwater Park, a Utah corporation, the General Partner of Omega Properties, a Utah limited partnership, and that the within and foregoing Declaration of Restrictive Covenants of Omega Subdivision No. 3 was signed on behalf of said corporation by authority of a resolution of its Board of Directors and said BRIAN C. SWINTON and FRANK E. MOSS, JR., duly acknowledged to me that said corporation executed the same *and* that the **seal** affixed is the seal of **said corporation**.

SEAL

_____(Signed) Linda Marcusen_____
NOTARY sPUBLIC
Residing at Salt Lake Citg, ;Utah

My Commission Expires:=
5-30-79

Recorded January 24, 1977 *as* Filing No. P17,500'
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