

DECLARATION OF RESTRICTIVE COVENANTS
OMEGA SUBDIVISION NO. 4
A SUBDIVISION IN RICH COUNTY, UTAH

This Declaration of Restrictive Covenants made this 12th day of November, 1976, by OMEGA PROPERTIES, a Utah limited partnership.

WITNESSETH:

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. 4 according to the official plat thereof on file in the Office of the County Recorder of Rich County, State of Utah.

and

WHEREAS, Omega Subdivision No. 4 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. 4 into lots, streets and common areas, as designated in said Plat of Omega Subdivision No. 4, 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. 4 (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 following 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 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.

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 and 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.
- 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.
- 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.

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

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. 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 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 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. Water 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. 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 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 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

C. Lot owners shall have access to and the right of 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.

VII.

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 Development 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.

