

DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTION  
OF

EAGLE RIDGE Subdivision E 1045832 S 1633 P 412

CAROL DEAN PAGE, DAVIS CNTY RECORDER  
1993 JUN 30 11:09 AM FEE 55.00 DEP JB  
REC'D FOR ASSOCIATED TITLE COMPANY

THIS DECLARATION is made this 19th day of May 1993 by Eagle View, Inc. and Garner & Reid, Inc. hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the Owner of certain property (herein the "Lots") in Bountiful City, Davis County, State of Utah, more particularly described as follows.

*02-137-0001 to 0014*  
*02-138-0201 to 0212*  
*02-139-0301 to 0316*  
All of Lots Plat A 1 - 13, Plat B 201-212, Plat C 301-316, Eagle Ridge Subdivision according to the official plat thereof filed with the Davis County Recorder in Farmington, Utah.

WHEREAS, Declarant intends that the Lots, and each of them, together with the Common Easements as specified herein, shall hereafter be subject to the covenants, conditions, restrictions, reservations, assessment, charges and liens herein set forth.

NOW, THEREFORE, Declarant hereby declares, for the purpose of protecting the value and desirability of the Lots, that all of the Lots shall be held, sold, conveyed, subject to the following easements, restrictions, covenants and conditions, which shall run with the Lots, and be binding on all parties having any right, title and interest in the Lots or any part thereof, their heirs, successors and assigns, and shall insure to the benefit of each Owner thereof.

ARTICLE I

ARCHITECTURAL CONTROL

SECTION 1 The Architectural Control Committee shall be composed of the Board of Directors of Eagle View, Inc. and Garner and Reid, Ltd. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members of the committee shall have full authority to select a successor. Neither members of the committee, nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

SECTION 2. The Committee's approval or disapproval as required in these covenants shall be in writing on the set of plans or in letter form. The Owner must submit a set of formal plans, specifications, and site plan to the Committee before the review process can commence. In the event the Committee or its designated representative fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.

SECTION 3. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Project, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, exterior color combinations and location of the same shall have been submitted to and approved in writing as to the harmony of the exterior design and location in relations to the surrounding structures and topography by the Architectural Control Committee.

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## ARTICLE II

### RESIDENTIAL AREA COVENANTS

SECTION 1. Quality. No Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling not to exceed two stories in height, and private garages for not more than three vehicles.

#### SECTION 2. Dwelling size

Rambler: 1700 sq. ft. Minimum finished on main floor  
Multi-level: 2100 sq. ft. Minimum finished square feet constituting the combination of the main and upper level.  
Two Story: 1200 sq. ft. 1st floor, 800 sq. ft. 2nd floor. If 1st floor is at least 1600 sq. ft. there is no requirements for the size of the 2nd floor.

All of the above requirements are exclusive of open porches and garages. Each dwelling must have an attached garage for a minimum of 2 cars. Each dwelling must have a masonry exterior with either all brick, all stucco, or a combination of rock and stucco or brick and stucco and must be approved by the Architectural Control Committee. All construction shall be comprised of new materials, except that used brick may be used with the prior written approval of the Architectural Control Committee.

SECTION 3. City Ordinances. All improvements on the Lot shall be made, constructed and maintained, and all activities on a Lot shall be undertaken, in conformity with all laws and ordinances of the City of Bountiful, Davis County, and the State of Utah which may apply, including without limiting the generality of the foregoing, all zoning and land use ordinances.

SECTION 4. Easements. Easements for all installations and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Without these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of the flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements.

SECTION 5. Nuisances. 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 or nuisance to the neighborhood.

SECTION 6. Temporary Structures. No structures 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.

SECTION 7. Landscaping. All front and side yards must be landscaped within 1 year after dwelling is occupied. Rear must be landscaped within 2 years of occupation of dwelling. Any park strips must be planted in grass and landscaped to enhance the beauty of Eagle Ridge Estates.

### ARTICLE III

#### GENERAL PROVISIONS

SECTION 1. Enforcement. Any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by any Owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 2. Severability. Invalidation of any of these covenants or restrictions by judgement or court order shall in no wise affect any other provision which shall remain in full force and effect.

SECTION 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of

forty (40) years from the date this declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended or terminated by a vote of at least eighty-five percent (85%) of the total votes of all Owners, which vote shall be taken at a duly called meeting. Any amendment approve shall be reduced to writing, signed, and recorded against the Lots.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand the 7 th day June 1993.

DECLARANT:

*Richard Reid (Pres)*  
*Douglas A. Piper - Owner Lot 6*  
*Michelle Kemp - Owner Lot 202*  
*Tod B Jones, Pres*  
*Bruce Kemp - Owner Lot 202*

STATE OF UTAH  
COUNTY OF DAVIS

On the 25th day of June 1993, personally appeared before me RICHARD REID Vice President of GARNER AND REID, TOD B JONES, President of EAGLEVIEW INC., DOUGLAS A. PIPER, individually, MICHELLE KEMP individually, BRUCE KEMP individually the signers of the within instrument who duly acknowledged to me that said Corporations and individually executed the same.

*[Handwritten signature]*

