

121

DECLARATION OF BUILDING AND USE RESTRICTIONS

13-148-3003 thru  
0028

Part A.

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, THE UNDERSIGNED, BEING THE OWNERS OF THE FOLLOWING DESCRIBED REAL PROPERTY LOCATED IN THE CITY OF SOUTH WEBER, COUNTY OF DAVIS, AND STATE OF UTAH, TO WIT:

Lots 2 through 28, Deer Country Estates, Phase 1: according to the plat thereof as recorded in the office of the County Recorder of said county.

Calvin Waters and Sons, Inc. a Utah Corporation, do hereby establish the nature of the use and enjoyment of all lots in said subdivision and do declare that all conveyances of said lots shall be made subject to the following conditions, restrictions and stipulations:

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CAROL DEAN PAGE, DAVIS CNTY RECORDER  
1993 JAN 12 2:05 PM FEE 22.00 DEP JB  
REC'D FOR FOUNDERS/TITLE COMPANY

Part B.

RESIDENTIAL AREA COVENANTS:

1. Land use and building type: No lot shall be used except for residential purposes. Single family dwellings not to exceed two stories in height and private garages for no less than two vehicles attached. Masonry to be used on front. No log homes will be permitted in the subdivision.
2. Living area to be 1100 square feet minimum excluding lower basement level, unless approved by architectural committee.
3. Temporary Structures. 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. No mobile homes are permitted.
4. All dwellings shall be built in accordance with Utah Building Code and City of South Webers' ordinances.
5. Architectural Control Committee is composed of Calvin Waters and Doyle Waters. Correspondence to be addressed to 1414 East South Weber Drive, South Weber, Utah, 84405. If the developer so desires a majority of the committee may designate a representative to act for it.
6. The committees' approval or disapproval as required in these covenants and conditions shall be in writing. In the event the committee, or its designated representative, fails to prove or disapprove with 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced before completion, approval will not be required and the related covenants shall be deemed to have been fully complied with.

Continued.

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#### GENERAL PROVISIONS

TERM: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of forty years from the date these covenants are recorded, after which time, said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

SEVERABILITY: Invalidation of any one of these covenants by judgement or court order shall in no wise affect any other provisions which shall remain in full force and effect.

AMENDMENT: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them unless an instrument signed by seventy-five percent of the then owners of the lots has been recorded, agreeing to change said covenants.

CALVIN WATERS AND SONS, INC.

By: Calvin Waters Pres.

STATE OF UTAH      )  
                      : ss.  
COUNTY OF DAVIS    )

On the 31st day of December, 1992, personally appeared before me CALVIN WATERS, who being by me duly sworn did say, for himself, that he, the said CALVIN WATERS is the president of CALVIN WATERS AND SONS, INC., and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said CALVIN WATERS duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

Notary Public

