

WHEN RECORDED RETURN TO:

JOHNSON
2950 N. Fairfield Rd.
Layton, UT 84041

PHASE II
CIRCLE J ESTATES

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CAROL DEAN PAGE, DAVIS CNTY RECORDER
1993 APR 27 10:42 AM FEE 22.00 DEP OJW
REC'D FOR BONNEVILLE TITLE COMPANY, INC

Subdivision Covenants

I. PURPOSE. Private covenants are necessary in part to preserve the natural beauty of CIRCLE J ESTATES, a subdivision in Kaysville, Utah. This means that development must be planned and executed with sensitive regard for natural land forms and drainage patterns, soil conditions, and existing vegetation. The goal of architectural control is to insure that CIRCLE J ESTATES homes are properly sited, that they are beautifully landscaped, and that they present a pleasing blend of colors and styles. The following covenants are to be followed to insure the above purposes are met. Any owner or occupant of property, purchasers of property, or persons building on property in Circle J Estates agree (s) to abide by these covenants and restrictions. All inquiries concerning the intent of these covenants are to be directed to the Architectural Committee before any construction is done.

II. DEFINITIONS.

Developer - Person who owns the land and is subdividing the land into lots. Presently is Duane D. Johnson 938 E. Cherry Lane, Layton, Utah

General - For any word or phrase not clearly understood in the context it is used, the definitions used by Kaysville City in its zoning, building, subdivision and other ordinances shall apply.

III. GENERAL USE RESTRICTIONS. All real property within Circle J Estates shall be held, used and enjoyed subject to the following limitations and restrictions:

1. Use of Common Areas. The common areas shall be used only in a manner consistent with their community nature and with the restrictions applicable to lots and dwellings.

2. Use of Lots and Dwellings. Each dwelling shall be used only as a single-family residence, no duplexes or multi-family dwellings.

3. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within 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. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements through which a public authority or utility is responsible.

4. Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon any property within the

Development and no odors shall be permitted to arise therefrom so as to render any property or portion thereof unsanitary, unsightly, or unreasonably detrimental to any other property or its occupants. No noise or other nuisance shall be permitted to exist or operate upon any such property so as to be offensive or detrimental to any other property or its occupants.

5. Animals. Such animals as are permitted shall be strictly controlled and kept pursuant to government laws of Kaysville City.

6. Temporary and Other Structures. No structures of a temporary nature, e.g. tent, trailer, basement house, shack, garage, or other buildings shall be used at any time as a residence nor shall said structures be permitted on said property at any time. No old or second hand structures shall be on any of the lots. The intention is that all dwellings and other buildings to be erected on the lots, shall be new construction of good quality, workmanship and materials.

7. Unsightly Articles. No unsightly articles shall be permitted to remain so as to be visible from adjoining property. Refuse, garbage and trash shall be kept at all times in a covered, noiseless container and any such container shall be kept within an enclosed structure or appropriately screened from view; and no lumber, grass, shrub or tree clippings or plant waste, metals, bulk materials or scrap or refuse or trash shall be kept, stored or allowed to accumulate on any property except within an enclosed structure or appropriately screened from view.

8. No Further Subdividing. No lot, common area or condominium may be further subdivided, nor may any easement or other interest therein less than the whole be conveyed by the owner thereof (excluding Developer) without the prior written approval of the Architectural Committee; provided, however, that nothing herein shall be deemed to prevent or require the approval of the Architectural Committee for the transfer or sale of any lot or living unit to more than one person to be held by them as tenants in common, joint tenants, tenants by the entirety or as community property.

9. No Hazardous Activities. No activities shall be conducted on any property and no improvements constructed on any property which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any property and no open fires nor incinerators shall be lighted or permitted on any property except in a contained barbecue unit while attended and in use for cooking purposes.

10. Repair of Buildings. No improvement upon any property shall be permitted to fall into disrepair, and each such improve-

ment shall at all times be kept in good condition and repair and adequately painted or otherwise finished by the owner thereof.

11. Signs. Except for any Commercial Area signs installed by Developer or shown or provided for on any plans approved by Developer for Commercial Area property while still owned by Developer, no sign of any kind shall be displayed to the public view without the approval of the Architectural Committee, except such signs as may be used by Developer in connection with the development of Circle J Estates and sale of residences and lots and except such signs of customary and reasonable dimensions as set forth by the Committee as can be displayed on or from a residence advertising the residence for sale or lease. Any "for sale" or "for lease" signs not more than three (3) feet by two (2) feet, plain white with blackblock letters, shall not require committee approval. A residential identification sign is permitted but should not exceed one (1) square foot in surface area. Numbers on residences shall be located in a position clearly legible from the street (not to exceed 6 inch high letters), and numbers - not to exceed six (6) feet from the ground should be lighted to insure nighttime visibility.

12. Overnight Parking. No vehicles of any kind including but not limited to automobiles, trucks, buses, tractor trailers, camping vehicles, boats, boat trailers, snowmobiles, mobile homes, two and three wheeled motor vehicles, or any other wheeled vehicles shall be permitted to park on any street within Circle J Estates between the hours of 2 o'clock a.m. and 6 o'clock a.m. of any morning.

13. Exemption of Developer. Nothing in the Circle J Estates Restrictions shall limit the right of Developer to complete excavation, grading construction of improvements to any property within Circle J Estates owned by Developer, or to alter the foregoing or to construct such additional improvements as Developer deems advisable in the course of development of Circle J Estates so long as any lot remains unsold, or to use any structure in Circle J Estates as a model home or real estate sales or leasing office. The rights of Developer hereunder and elsewhere in these Restrictions may be assigned, sold or transferred by Developer.

14. Rooftop Antennas. No television, ham radio, citizens band or radio antenna or other similar electronic receiving or sending device shall be permitted upon the rooftop or side of any home or elsewhere if exposed to view from any other lot. Such antennas, if used, must be of the type that are installed within the natural building structure permitted by Article III. In no case will any such receiving or sending antenna or other device be

allowed to interfere with the peace and quiet enjoyment of any neighboring lot owner's premises or home entertainment facilities or equipment. Also there will be no windmills to generate electricity.

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15. Access. All travel within the development is restricted to dedicated street right-of-ways. Anyone taking "short-cuts" between dedicated roads, whether paved or gravel, is trespassing either on a private lot or on a dedicated common area. Nothing herein is to be construed as prohibiting proper use of the common areas and walkways.

16. Motorbikes. All motorcycles, trail bikes, three-wheelers, powered devices, automobiles, two or four-wheel drive recreational type vehicles are to be operated only on established roads and streets and are specifically prohibited from all common areas, footpaths and walkways.

17. Leases. Any lease agreement between an Owner and a Lessee shall be required to provide that the terms of the lease shall be subject in all respect to the provisions of these covenants, and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. All leases shall be required to be in writing.

18. Mortgage Protection. In the event an Owner neglects for a period of thirty or more days to cure any failure on his part to perform any of his obligations of these covenants, the Architectural Committee shall give written notice of such fact to the holder of any mortgage (or trust deed) covering Owner's lot.

All assessments, if any, of the Architectural Committee and the lien thereof shall be subordinate to the lien of any first mortgage or deed of trust on a lot. Each holder of the first mortgage lien on a lot who comes into possession of the lot by virtue of foreclosure of the mortgage, or by deed of assignment in lieu of foreclosure, or any purchaser at a foreclosure sale will take the lot free of any claims for unpaid assessments and charges against the lot which accrue prior to the time such entity comes into possession of the lot.

19. Interpretation. The captions which precede the Sections of these covenants are for convenience only and in no way affect the manner in which any provision hereof is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both other genders. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity or enforceability of the remainder hereof. This Declaration shall be liberally construed to affect all of its purposes.

20. Covenants to Run with Land. These covenants and all of the provisions hereof shall constitute covenants to run with the land or equitable servitudes, as the case may be, and shall be binding upon and shall inure to the benefit of Owner, all parties who hereafter acquire any interest in a lot or in the Common Areas, and their respective grantees, transferees, heirs, devisees, personal representatives, successors and assigns. Each Owner or occupant of the lot shall comply with, and all interest in all lots or in the Common Areas shall be subject to the terms of these covenants and the provisions of any rules, regulations, agreements, instruments and determinations contemplated by these covenants. By acquiring any interest in a Lot or in the Common Areas, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of these covenants.

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IV. THE ARCHITECTURAL COMMITTEE. Architectural control is accomplished for Circle J Estates through the activities and decisions of its Architectural Committee. The essence of the Committee's function is to review and approve all plans for any proposed construction, landscaping, or alteration in order to insure that such work is designed and completed in accordance with the general purposes for architectural control set forth above. The Architectural Committee also has the right, along with any owner or occupant, to enforce the provisions of these covenants.

In its review, the Committee shall consider primarily aesthetic aspects; it is not responsible for evaluating the structural safety of buildings or for their compliance with Utah State, Kaysville City, or other applicable codes and ordinances. Instead, Circle J Estates owners and contractors themselves are responsible to comply with all applicable codes and other ordinances.

Initially, the developers of Circle J Estates shall serve as the sole members of the Architectural Committee. The Architectural Committee shall be assisted by professional consultants as necessary. The Committee derives its authority from these covenants for Circle J Estates. At the point that 90% or more of the lots in Circle J Estates are sold, the Architectural Committee will then be controlled by the property owners who shall vote for five (5) of them to serve on the Committee. They shall adopt By-laws and regulations concerning voting, elect a chairman and any other matters needed to operate to fulfill the purposes and responsibilities of the Architectural Committee. All such rules and regulations must be reasonable and may be challenged in a court of law by any property owner.

Prior to commencing any construction, the owner shall furnish the following for review and approval by the Committee:

1. A site layout plan showing the proposed home as it will be situated on the lot; showing all dimensions of the home and its

distance from property lines; and showing all drives, walkways, patios, barbecues, outbuildings, etc., together with the dimensions between them.

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2. A finish grading plan which specifies the elevations of basement floors, main floors, patios, etc., and indicates their relationship to the grade and contour of the lot in question. All alterations to existing grades shall be clearly identified.

3. A complete set of architectural plans, to include:

A. Plans of all levels, elevations of all sides, and typical building sections.

B. A complete set of all exterior colors in the form of samples or color chips, with detailed information as to the location of the color on the home, (e.g., brick siding, trim, roofing material, etc.)

C. Any subsequent changes, improvements, or alterations in the aforementioned plans or selections of exterior materials and colors must be submitted to the Committee for its prior written approval. Similarly, this provision applies to the construction of accessory buildings which may, at any time, be contemplated.

4. Along with the plans specified above, the owner shall sign a Notice indicating that he has read and understood this document and the covenants for Circle J Estates and that he agrees to their terms enforceability in a court of law.

5. Notice of approval or disapproval will be given the owner in writing within thirty (30) days after submission.

6. Once begun, any improvements, construction, landscaping or alterations approved by the Committee shall be diligently pursued to completion.

V. BUILDING RESTRICTIONS. The following standards and criteria shall govern the Architectural Committee's review of plans submitted for approval:

Home Construction

1. Type. No building shall be erected, altered, placed, or permitted on any Circle J Estates lot other than one (1) detached single family dwelling not to exceed two stories, or thirty (30) feet in height. In addition, each residence shall have a private, fully enclosed garage to accommodate at least two (2) cars, a maximum of 3 single garage doors or 1 double and 1 single door. Carports are not acceptable. New construction only is permitted; existing buildings shall not be moved onto a Circle J Estates lot from another location.

2. Size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1,400 square feet for a one-story dwelling. Two story homes shall not be less than 900 square feet on the main floor and 700 square feet on the second floor.

3. Location. The following minimum yard requirements shall apply to all living units:

A. Front Yard. No dwelling shall be located on any lot nearer than thirty (30) feet to the front lot line, or set back more than fifty (50) feet.

B. Side Yards. Each lot in Circle J Estates shall have minimum combined side yards of twenty (20) feet. The smallest side yard shall be ten (10) feet. The minimum distance between any two dwellings and/or garages on adjacent lots shall be twenty (20) feet.

C. Side Yards - Driveway. When used for access to a garage or parking area, a side yard shall be wide enough to provide an unobstructed ten foot paved driveway. All driveways must be kept to one side of house, no split driveways are allowed.

D. Side Yards - Corner Lots. On corner lots the side yard contiguous to the street shall not be less than twenty (20) feet in width and shall not be used for vehicular parking, except such portion as is devoted to driveway use for access to a garage.

E. Rear Yard. No dwelling shall be located on any lot nearer than twenty (20) feet to the rear lot line.

F. Variances. Variances from the above setback requirements may be made by the Architectural Committee where good cause for such action has been shown.

4. Projection Into Yard. The following structures may be erected on, or project into, any required yard:

A. Fences and walls in conformance with paragraph V -18.

B. Landscape elements, including trees, shrubs, agricultural crops and other plants.

C. Necessary appurtenances for utility services.

5. Projections Into Front and Rear Yard. The structures listed below may project into a minimum front or rear yard not more than four (4) feet and into a minimum side yard not more than two (2) feet:

A. Cornices, eaves, belt courses, sills, buttresses or other similar architectural features.

B. Fireplace structures and bays, provided they are not wider than twelve (12) feet and are generally parallel to the wall of which they are a part.

C. Stairways, balconies, door stoops, fire escapes, awnings, and planter boxes.

6. Permissible Lot Coverage. That portion of the total lot area which may be covered by impervious material, i.e., material which is impenetrable by moisture, shall not exceed thirty (30) per cent, or six thousand (6,000) square feet, whichever is smaller. Such permissible area shall include accessory buildings, patios, driveways, etc.

7. Architectural Styles. Dwelling styles, designs, alterations or additions will conform to standards determined by the Architectural Committee. In general, the Committee strives to insure that architectural styles of Circle J Estates residences will be compatible with the natural surroundings and will harmonize, one with another. Styles will be evaluated with respect to their suitability as principal residences. Domed, earthburmed, log, "A" frame or recreational (cabin type) dwellings are not acceptable.

8. Exterior Materials. Exterior materials shall be limited to stone, brick or brick veneer, to cover at least thirty percent (30%) of the home. The front of the home is to be mainly brick. Aluminum may be used for fascia and soffits, masonite shall not be approved for use as siding. Cinder block (cement block) is not acceptable.

9. Colors. The intention is to insure that colors provide a pleasing appearance, both for individual dwellings and for the project as a whole. Earth tones indigenous to the area are preferred. Colors which would be unattractively conspicuous and therefore detract from the overall appearance of Circle J Estates will be disapproved. All roof vent cap louvres, plumbing stacks, chimney flashing, basketball backboards, down spouts, coolers, etc., are to be painted to match the color of the field, roof, or trim.

10. Roofs. Roof design shall be limited to a minimum 4/12 pitch and a maximum 9/12 pitch. All roofs will insure there is an 18" eave around the entire home. No continuous sloping roof from front to back (shed type) will be allowed. All roofs must be hipped or gabled end or a combination of both. Roofing materials selected will be compatible with design, style, and colors of the rest of the home. No red tile roofs are allowed. Domed, earthburmed, log, "A" frame or recreational (cabin type) roofs are not acceptable. Rain gutter must be all around home. No Aluminum or fiber glass roofing.

11. Construction Type. All Construction to be of a conventional type. all outside walls must be at least eight (8) feet high, no earthburned or earth covered housing is acceptable.

12. Construction Time Limitation. The construction of all structures shall be completed within a period of one (1) year following commencement of construction. Completion shall include finished roof, exterior masonry and trim, finished driveway, and walkways and a final inspection by Kaysville City.

13. Screening Requirement. Evaporative coolers, garbage and refuse containers air conditioning equipment, clothes drying lines, etc., must be placed at the rear of the dwelling and located on the site in such a manner as not to be conspicuous from the frontage street.

14. Yard Lights. Any outside lights used to illuminate garages, patios, parking areas, or those used for other purposes, shall be so located and arranged that light will shine away from adjacent residences and away from the vision of passing motorists. Free standing light fixtures located in a front yard shall receive the prior approval of the Architectural committee before being installed.

15. Damage to Adjacent Lots During Construction. Circle J Estates owners must exercise special care to insure that adjacent lots are not damaged during home construction. In this regard, destruction of natural vegetation is of major concern. Moreover, careful attention must be given not to pile dirt and/or material on adjacent lots and common areas. In the event that such damage occurs, the responsible person(s) shall, within seventy-two (72) hours, take steps to repair the damage. Failing this, the Architectural Committee shall take action to rectify the situation in accordance with remedies available to it and shall charge the responsible party (parties) for cost incurred.

16. Lot Cleanup and Trash Disposal. In order to prevent any building site from becoming an eyesore during construction, owners and/or contractors must comply with the following requirements: All garbage and waste material must be kept in a sufficiently large container to prevent blowing debris and unhealthy open accumulation. Containers should be emptied frequently. Cement trucks should be cleaned on the building site after delivery of concrete, not on the street, right-of-way, or adjacent lots. Care must be taken to avoid damaging asphalt paving, other project improvements. Therefore, cement trucks and other heavy equipment must be used with proper precaution. Also, care must be exercised that such vehicles do not damage or otherwise interfere with natural or developed drainage patterns. Owners and/or contractors are liable for any damage to improvements and drainage systems caused by their negligence.

17. Accessory Buildings. Plans for the siting, design, and construction of accessory buildings shall be submitted to the Architectural Committee prior to commencement of construction. Such construction shall conform to Kaysville City building codes and other applicable ordinances. construction of all structures shall be completed within a period of one (1) year following commencement of construction. In side yards an accessory building bay not be located closer than three (3) feet to any side property line. Accessory buildings shall not be located less than six (6) feet to the rear of any main building on the same lot, or the lot adjacent to the property line on which said building is being placed. Accessory structures shall have facilities of the discharge of all roof drainage onto the subject lot or parcel of land. In rear yards an accessory building may not be located closer than three (3) feet from the rear property line. The accessory structure shall provide facilities to retain all roof drainage on the property on which it is located. All accessory buildings to be one story no more than 20 feet high. The front facing the street must be brick, matching main building. Siding must match the main buildings siding in earth tones.

18. Fences. No fencing of front yard is allowed, only back and side yards may be fenced, but no closer than twenty feet to the street, unless approved by Architectural Committee. Chain link fences must have a top rail. Brick columns must match main building and no chains or gates between columns is allowed. as to type of material fences may be made of, see Architectural Committee. Fences, walls, hedges, etc., shall not exceed six (6) feet in height and not be any closer to street than the side yard setback. A masonry privacy wall may be erected upon approval, if said wall does not extend more than eighteen (18) feet into the required front yard, does not exceed more than six (6) feet in height, and does not extend closer to a side property line than the forward extension of the line of the required side yard. In no case shall such a privacy wall extend into the clear vision area of a corner lot as defined by the Architectural Committee, nor shall it be a sight distance hazard to vehicular or pedestrian traffic.

19. Landscaping. Each owner shall maintain his lot in an attractive and safe manner so as not to detract from the Circle J Estates project as a whole. All owners possessing vacant lots shall be responsible for keeping such lots clean in appearance and free from all refuse and potential fire hazards. No vacant lot shall be used for storage of any kind except during the construction period. If used during the pre-construction period, the lot shall be kept clean to the satisfaction of the Architectural Committee. Upon failure or neglect of any owner to remove rubbish, trash, weeds or unsightly debris from his lot within ten (10) days after written notice to remove such has been mailed to him by the Architectural Committee, the Committee may cause the same to be removed and the individual lot owner shall be responsible for the reasonable expenses of such removal. Failure to pay such expenses shall result in a special charge against the

lot owner's account and may result in a lien against said lot. All open areas between the front lot line and the rear line of the main buildings, except driveways, parking areas, walkways, utility areas, improved decks, patios, porches, etc., shall be maintained with suitable landscaping of plants, shrubs, trees, grass and similar landscaping materials. Landscaping ought to take advantage of existing natural vegetation to the maximum extent. Within twelve (12) months of occupancy of any home, the homeowner must have substantially completed the landscaping of his lot. Such landscaping shall include, but not be limited to the preparation for and planting of lawn, grass or other appropriate ground cover and appropriate shrubbery and trees. Should any homeowner fail to comply with the provisions of this section, the Architectural Committee shall, after having given reasonable notice, proceed to exercise all remedies available to it in order to achieve compliance. Each property owner shall be responsible to insure that no erosion or water drainage shall take place on his lot which may adversely affect neighboring properties and/or streets. This means there shall be no interference with the established drainage patterns over any Circle J Estates property unless adequate provision is made for proper drainage; such provision must be approved in advance by the Architectural Committee. The owner shall be totally responsible for compliance with applicable government laws and ordinances concerning drainage. In the usage above, "established drainage" is defined as the drainage which exists at the time overall grading of Circle J Estates property is complete or which is shown on any plans approved by the Committee.

20. Solar. Passive solar designs are preferred over active solar concepts. No bright metal or panels on roof tops or on ground next to homes is allowed. Solar features must be concealed in the design of the home with no sloping walls. A green house, envelope design or heat storage compartments must be on the back of the home.

Effective Date. These covenants and any amendment hereof shall take effect upon being filed for record in the office of the County recorder of Davis County, Utah.

Dated this 23 day of April 1993.

STATE OF UTAH
COUNTY OF DAVIS

On the 23rd day of April, 1993 personally appeared before me DUANE D. JOHNSON and ANNETTE N. JOHNSON, the signers of the within instrument, who duly acknowledged to me that they executed the same.

Nobal W. Rhoades
Notary Public

Duane D. Johnson
DUANE D. JOHNSON
Circle J Developer

Annette N. Johnson
ANNETTE N. JOHNSON
Circle J Developer

