

R.P. Peterson Family Associates
A Limited Partnership

Kanesville Farm Phase No. 5
Restrictive Covenants
Dated April 29, 1991
Recorded

PLATTED VERIFIED
ENTERED MICROFILMED

E# 1139409 BK1599 PG0876
DOUG CROFTS, WEBER COUNTY RECORDER
13-MAY-91 117 PM FEE \$26.50 CEP MH
REC FOR: LOWELL PETERSON

TO WHOM IT MAY CONCERN:

THIS DECLARATION, made this 29th day of April, 1991 by Peterson Ranching Company, a partnership hereinafter referred to as "Declarant," being the present owner of all of the lots embraced within Kanesville Farm Phase No. 5 (herein called "Subdivision") to Weber County, State of Utah.

WITNESSETH:

WHEREAS, Declarant is the owner of all the real property set forth and described on that certain plat entitled Kanesville Farm Phase No. 5 which is recorded in the records of the County Recorder of Weber County, Utah, and is made a part hereof and incorporated herein by reference, and

WHEREAS, said Kanesville Farms No. 5 is part of the Kanesville Farms North general development (herein called "Development"), which may include additional subdivisions developed from adjoining lands owned by Declarant, and

WHEREAS, it is the desire of the undersigned to place restrictive covenants upon the subdivided numbered lots set forth and described in the said recorded plat of the subdivision, for the mutual benefit and protection of present and future owners,

NOW, THEREFORE, the undersigned hereby declares that all of the lots in Kanesville Farm No. 5 are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved subject to the following restrictions, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement and sale of said lots and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the property described in said recorded plat. All of the restrictions shall run with the land and be binding upon all parties having or acquiring any right, title or interest in and to the real property or any part or parts thereof subject to such restrictions.

1. APPLICABILITY These restrictions shall apply in subdivided numbered lots, and to other lands designated on the plat of the Subdivision as set forth therein.

2. TERM

A. These Restrictions shall affect and run with the land and shall exist and be binding upon all parties and all persons claiming under them until 20 years from date, after which time the same shall be extended for successive periods of ten (10) years each, unless an instrument signed by a majority of the then owners of the lots subject thereto has been recorded, agreeing to change the covenants in whole or in part; provided, however, that at any time before twenty (20) years from date, the then owners of two-thirds (2/3) of such lots

shall have the right to change the covenants in whole or in part by recording an instrument signed by such owners.

B. The Declarant reserves to itself, its successors and assigns the right to revoke at any time prior to sale of any lot within the Subdivision all or any part of these Restrictions and further to vacate any or all streets, common facilities and any other amenity shown on the recorded plat.

3. APPROVAL OF PLANS No building shall be erected, placed or altered on any lot until the construction plans and specifications and the plot plan showing the location of the structure have been approved by the Architectural Control Committee (herein called "Committee") as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation.

4. ARCHITECTURAL CONTROL COMMITTEE The initial Architectural Control Committee shall be composed of Lowell S. Peterson, Laurie P. Kite, Dale L. Peterson and Janice P. Child. The Committee may designate a representative to act for it. At any time without cause or in the event of the death or resignation of any member of the Committee, the remaining member or members shall have the full authority to designate a successor or successors, but at no time shall the Committee consist of more than four members. Neither the members of the Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this Agreement. After January 1, all privileges, powers, rights, and authority granted the Committee herein shall be exercised by and vested in a Committee of three members to be selected by the then existing Board of Trustees of KANESVILLE FARMS NORTH HOMEOWNERS' ASSOCIATION and thereafter the power to appoint to or remove members from the Committee shall be vested in said Board of Trustees.

5. LAND USE AND IMPROVEMENTS No lot or lots embraced in KANESVILLE ZONING No. 5 shall be used for other than single family residence purpose. There shall not exist on any lot at any time more than one residence. A garage may be constructed as an integral part of the residence it is intended to serve as a separate structure.

6. SET BACK REQUIREMENTS To retain desired separation of buildings on adjacent lots, yet to eliminate undesirable rigidity in the pattern of dwellings created by ordinary set back lines, and to encourage greater opportunity for individual freedom from development of the lots, the following guidelines are set:

A. Dwelling set back shall be thirty (30) feet from front yards, along a line paralleling the front property line, ten (10) feet for side yards, along a line paralleling side property lines, except twenty-four (24) feet total for both side yards, and thirty (30) feet for rear yards, along a line paralleling the rear yard line. All set backs on corner lots shall be in conformity with minimum footages as specified in the applicable zoning ordinances of Weber County.

B. Garage, carport and building set backs (not habitable rooms) shall be the same as specified above for dwellings.

C. Provided, that no dwelling may be constructed nearer than fifteen (15) feet from an accessory building or twenty-five (25) feet from a dwelling on an adjacent lot, and no accessory building may be constructed nearer than fifteen (15) feet from a dwelling on an adjacent lot. (First issued building permit shall prevail in situations where buildings are planned but not yet constructed on adjacent lots. Such permits shall be good for one year only.)

7. PARTICULAR RULES FOR APPLICATION OF SET BACK REQUIREMENTS

A. If the line with respect to which a set back measurement is to be made is a meandering line, the average length of the two lot lines that intersect said meandering line shall be determined, and using that average length, an imaginary straight line shall be drawn through the meandering line and the set back measurement shall be made along a line perpendicular to such imaginary line.

B. The term "side line" defines a lot boundary line that extends from the street in which the lot abuts to the real line of the lot.

C. The term "rear lot line" defines the boundary line of the lot that is farthest from, and substantially abuts, except that on corner lots it may be determined from either street line.

D. A corner lot shall be deemed to have a front line on each street on which the lot abuts, and such lot need have only one rear yard.

8. GENERAL PROHIBITIONS AND REQUIREMENTS The following general prohibitions and requirements shall prevail as to the construction or activities conducted on any lot in the Subdivision or Development:

A. No permanent dwelling house or dwelling unit having a ground floor living area of less than 1000 square feet, exclusive of open porches, or attached garage, if any, shall be erected, permitted or maintained on any of said lots. Permanent dwellings of less than 1000 square feet of ground floor living area which have exceptional planning will be accepted only upon written approval by the Committee. All dwellings shall be set on permanent foundations. (This paragraph shall not apply to any temporary building used for storage or watchmen during the progress of construction continuously prosecuted).

B. Septic systems shall be large enough to accommodate the dwelling to be constructed on each lot as determined by the Health Department of the State of Utah. All plumbing fixtures, dishwashers or toilets shall be connected to the individual septic systems as permitted above.

C. No temporary house, trailer, tent, garage, or other out-building shall be placed or erected on any lot; provided, however, that the Committee may grant permission for any such temporary structure for storage of materials during construction. No such temporary structures as may be approved shall be used at any time as dwelling places, nor shall any overnight camping be permitted on any lot, without approval of the Committee.

D. Once construction of improvements is stated on any lot, the improvements must be substantially completed in accordance with plans and specifications, as approved, within twelve (12) months from commencement.

E. No residence shall be occupied until the same has been substantially completed in accordance with its plans and specifications.

F. All structures constructed or placed on any lot shall be constructed with a substantial quantity of new material and no used structures shall be relocated or placed on any such lot.

G. Domestic household pets and such additional animals or livestock as may be permitted by applicable zoning ordinances of Weber County, may be kept on any lot.

H. All signs, billboards, or advertising structures of any kind are prohibited except upon application to and written permission from the Committee.

I. No stripped down, partially wrecked, or junk motor vehicles, or sizeable part thereof, shall be permitted to be parked on any street in the Subdivision or Development or on any lot.

J. Every tank for the storage of fuel installed outside any building in the Subdivision or Development shall be either buried below the surface of the ground or screened to the satisfaction of the Committee by fencing or shrubbery. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed underground, screened or so placed and kept as not to be visible from any street or common area within the Subdivision or Development.

L. No owner of any lot shall build or permit the building thereon of any dwelling house that is to be used as a model house or exhibit unless prior written permission to do so shall have been obtained from the committee.

M. All lots, whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in such manner as to prevent their becoming unsightly by reason of unattractive growth on such lot or the accumulation of rubbish or debris thereon.

N. No noxious, offensive or illegal activities shall be carried on on any lot that shall be or become an unreasonable annoyance or nuisance to the neighborhood.

O. Any dwelling or outbuilding on any lot in the Subdivision or Development which may be destroyed in whole or in part by fire, windstorm or for any other cause or act of God must be rebuilt or all debris removed and the lot restored to a sightly condition with reasonable promptness; provided, however, that in no event shall such debris remain longer than sixty (60) days.

P. No trash, ashes, garbage or other refuse shall be dumped or stored or accumulated on any lot or be thrown into or left in the Subdivision. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted.

Q. No change in ground level may be made of any lot in excess of one foot from existing grades without the written approval of the Committe obtained prior to the commencement of work.

9. VARIANCES The Committee may allow reasonable variances and adjustments of these Restrictions in order to overcome practical difficulties and prevent unnecessary hardships in the application of the provisions contained herein; provided, however, that such is done in conformity with the intent and purposes hereof and provided also that in every instance such variance or adjustment will not be materially detrimental or injurious to other property or improvements in the neighborhood, the Subdivision or the Development.

10. EASEMENTS Easements for installation and maintenance of utilities and drainage Facilities are reserved by the Declarant, its successors and assigns, as shown on the recorded plat.

11. OWNERSHIP, USE AND ENJOYMENT OF COMMON FACILITIES

A. All common facilities and other amenities within the Subdivision and Development are private, and neither the Declarant's recording of the plat nor any other act with respect thereto, shall be construed as a dedication to the public, but rather all such facilities shall be for the use and enjoyment of members of the KANESVILLE FARMS NORTH HOMEOWNERS' ASSOCIATION, INC.

B. The ownership of all common facilities within the Subdivision and Development shall be in the Declarant or its designee; however, the Declarant shall convey title to all such common facilities to KANESVILLE FARMS NORTH HOMEOWNERS ASSOCIATION, INC and such conveyance shall be accepted by it.

12. HOMEOWNERS' ASSOCIATION Every person acquiring legal or equitable title to any lot in the development automatically becomes a member of the HOMEOWNERS' ASSOCIATION, a non-profit Utah Corporation, and with such membership becomes subject to the requirements and limitations imposed in these Restrictions and to the bylaws, regulations and assessments of the Corporation. The Corporation shall be responsible for the maintenance, upkeep and repair, and the establishment and enforcement of rules and regulations concerning the operation and use of all common facilities and other properties within the Development as it may from time to time own.

13. VIOLATION OF RESTRICTIONS If any party hereto, or its successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said Subdivision including the KANESVILLE FARMS NORTH HOMEOWNERS' ASSOCIATION, INC., to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any set covenant and either prevent him or them from so doing and to recover damages or other dues from such violation.

14. SEVERABILITY Every one of the Restrictions is hereby declared to be independent of, and severable from, the rest of the Restrictions and of and from every other one of the Restrictions and of and from every combination of the Restrictions. Therefore, in any of the Restrictions shall be held to be invalid or to be unenforceable or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability, or "running" quality of any other one of the Restrictions.

15. MUTUALITY OF BENEFIT AND OBLIGATION The Restrictions and agreements set forth herein are made for the mutual and reciprocal benefit of each and every lot in the Subdivision and are intended to create mutual, equitable servitudes upon each of said lots in favor of each and all of the other lots therein; to create reciprocal rights between the respective owners of all said lots; to create a privity of contract and estate between the grantees of said lots, their heirs, successors and assigns, and shall, as to the owner of each such lot, his heirs, successors or assigns, operate as covenants running with the land for the benefit of each and all other lots in the Subdivision and their respective owners. Restrictions substantially the same as those contained herein shall be recorded on all future subdivisions of the Development in conformity with the general scheme of improvement of all lands to be included therein.

16. GRANTEE'S ACCEPTANCE The Grantee of any lot subject to the coverage of the Declaration, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from the undersigned or a subsequent owner of such lot, shall accept such deed or contract upon and subject to each and all of these Restrictions and the agreements herein contained and also the jurisdiction, rights and powers of the undersigned and of the KANESVILLE FARMS NORTH HOMEOWNERS' ASSOC., INC. and by such acceptance shall for himself, his heirs, personal representatives, successors and assigns, covenant, consent and agree to and with Declarant, the Association, and consent with the grantees and subsequent owners of each of the lots within the Development to keep, observe, comply with and perform said Restrictions and agreements.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed the day and year first above written.

PETERSON RANCHING COMPANY, a partnership

Lowell S. Peterson
Lowell S. Peterson
Partner

STATE OF UTAH)
): ss.
COUNTY OF WEBER)



On the 29th day of April 1991, Lowell S. Peterson, a partner in Peterson Ranching Company, a partnership, appeared before me and signed the above document in my presence and swore that he is authorized to do so by said partnership.

Kelly Kelly

Notary Public
Residing at *Ogden* Utah

My Commission Expires:
1-19-92