

03-240-0001 TO 0018 Q

Kevin V. Glasmann
Country Haven Subdivision No. 1
West Haven City, Weber County, Utah

PLATTED VERIFIED
ENTERED MICROFILMED

E# 1340985 BK 1753 PG 1356
DOUG CROFTS, WEBER COUNTY RECORDER
17-APR-95 919 AM FEE \$31.00 DEP MH
REC FOR: KEVIN.V..GLASMANN

TO WHOM IT MAY CONCERN:

THIS DECLARATION, made this fourteenth (14th) day of April, 1995, by Kevin V. Glasmann, hereinafter referred to as "Declarant", being the present owner of all sixteen lots embraced within Country Haven Subdivision No. 1, located in West Haven City, Weber County, Utah, hereinafter referred to as "Subdivision", to Weber County, State of Utah.

WITNESSETH

WHEREAS, Declarant is the owner of the sixteen lots set forth and described on that certain plat entitled Country Haven Subdivision No. 1, which plat 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, 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 Country Haven No. 1 are held and shall be held, 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 of parts thereof subject to such restrictions.

1. **APPLICABILITY:** These restrictions shall apply in all subdivided numbered lots, and to all other land 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 persons claiming under them until twenty (20) years from this document's 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 or 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 and/or 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 Committee shall be comprised of Kevin V. Glasmann. The Committee may designate a representative to act for it. Neither the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to the Agreement. After January 1, 1996, all privileges, power, rights, and authority granted the Committee shall be transferred to the then lot owners of said subdivision to administer as they see appropriate by majority decision.

5. **LAND USE AND IMPROVEMENTS** No lot or lots embraced in Country Haven 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.

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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 in development of the lots, the following guidelines are set:

- A. Dwelling set back shall be at least thirty (30) feet from the front of lot property line adjacent to designated roadway, 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 footage as specified in the applicable zoning ordinances of Weber County.
- B. Garage 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 two lot lines that intersect said meandering line shall be determined, and by using the 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, and substantially abuts the street, 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 of 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 having a finished living area of less than 1700 square feet, if a single level house, or 2200 square feet, if a multi-level house, exclusive of open porches, attached garages, or basements, if any, shall be erected. Permanent dwellings of less than the above said square footage limitations which have exceptional planning will be accepted only upon written approval by the committee. All dwellings shall be set on permanent foundations. All houses shall have an attached garage large enough to accommodate two automobiles. All houses shall be finished with brick, brick veneer, stucco, or stone on all parts of the front of the house except cantilevers, trim, or other areas not structurally capable of supporting such finishing materials. The sides of the house shall have the same exterior finish materials as described for the front of the house at least four (4) feet high from the foundation level. All houses shall have a roof with a minimum 5/12 pitch.
- 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 and 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 at any time be used as dwelling places, nor shall overnight camping be permitted on any lot without approval by the Committee.
- D. Once construction of improvements is started on any lot, the improvements must be substantially completed in accordance with the 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, specifications, and Weber County guidelines.

F. Domestic household pets and such additional animals or livestock as may be permitted by applicable zoning ordinances of Weber County or West Haven City, may be kept on any lot. No large animals or livestock may be confined in an area to the side or front of any dwelling or attached garage. Large animals or livestock may be permitted to occupy the area to the side or front of any dwelling or garage only if the area is maintained in grass and the animals have access to a larger area to the rear of the dwelling.

G. All signs, billboard, or advertising structures of any kind are prohibited except as approved of in writing by the Committee.

H. No stripped down, partially wrecked, or junk motor vehicles, or sizable part thereof, shall be permitted to be parked or stored on any street or lot within the Subdivision boundaries.

I. Every tank for the storage of fuel installed outside any building in the Subdivision 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 as not to be visible from any street or common area within the Subdivision.

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

L. No noxious or offensive activities shall be conducted on any lot that shall be or may become an unreasonable annoyance or nuisance to the neighborhood.

M. Any dwelling or outbuilding on any lot in the Subdivision which may be destroyed or damaged in whole or in part by fire, windstorm, earthquake, or any other "act of God", or any human caused destruction or damage, must be rebuilt, repaired, or all debris removed and the lot restored to a slightly condition with reasonable promptness; provided, however, that no debris shall remain longer than sixty (60) days.

N. No trash, ashes, garbage or other refuse or debris shall be dumped, stored, accumulated or allowed to accumulate on any lot or be thrown into or left in the Subdivision.

9. **VARIANCES:** The Committee may allow reasonable variances and adjustments to these restrictions in order to overcome practical difficulties and prevent unnecessary hardships in the applications of the provisions contained herein; provided, however, that such is done within 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 and/or improvements within the Subdivision. Also, any such variance or adjustment must be applied for by the owner in writing and approved of in writing by the Committee.

10. **Easements:** Easements for installation and maintenance of utilities and drainage or irrigation systems are reserved by the Declarant and/or the responsible governmental body as shown on the recorded plat.

11. **Homeowners' Association:** Every person acquiring legal or equitable title to any lot in the Subdivision automatically becomes a member of Country Haven No. 1 Homeowners' Association, Inc., 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 use and operation of all common facilities and other properties within the Subdivision as it may from time to time own.

12. **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 within said Subdivision 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/her or them from so doing and to recover damages or other dues from such violations.

13. **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 combination of the Restrictions. Therefore, if 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 without effect upon the validity, enforceability, or "running" quality of any other one of the Restrictions.

14. **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 and lot owner in the Subdivision and are intended to create mutual, equitable servitudes upon each of said lots and the respective owners in favor of each and all the other lots and owners 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 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.

15. **Grantee's Acceptance:** The Grantee of any lot subject to the coverage of this Declaration, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from the undersigned or from 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 Country Haven No. 1 Homeowners' Association, Inc., and by such acceptance shall for him/herself, his/her 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 Subdivision 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.

SIGNED: Kevin V. Glasmann

Kevin V. Glasmann

State of Utah
County of Weber

On the 14th day of April, 1995, personally appeared before me, Kevin V. Glasmann, the signer of the within instrument who duly acknowledged to me that he executed the same.

Patricia P. Lasater
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NOTARY PUBLIC

