

43/10

WHEN RECORDED MAIL TO:

SOUTHRIDGE DEVELOPMENT CORP
PO BOX 755
KAYSVILLE, UT 84037

-TO-

WHOM IT MAY CONCERN

E 1556673 B 2578 P 827
SHERYL L. WHITE, DAVIS CNTY RECORDER
1999 NOV 4 11:00 AM FEE 43.00 DEP DJW
REC'D FOR KAYSVILLE CITY CORP

08-261-0001 thru 0015

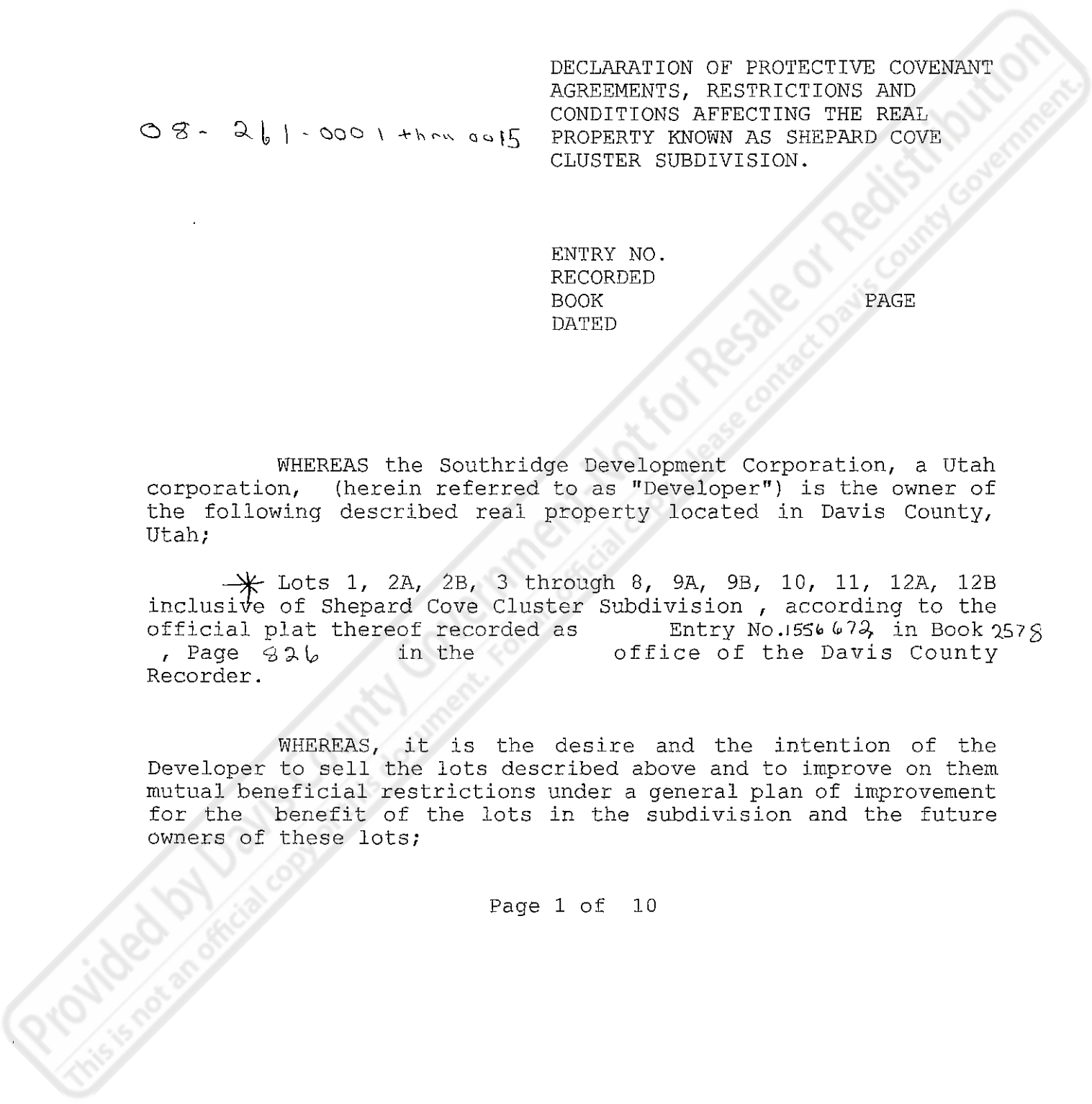
DECLARATION OF PROTECTIVE COVENANT
AGREEMENTS, RESTRICTIONS AND
CONDITIONS AFFECTING THE REAL
PROPERTY KNOWN AS SHEPARD COVE
CLUSTER SUBDIVISION.

ENTRY NO.	
RECORDED	
BOOK	PAGE
DATED	

WHEREAS the Southridge Development Corporation, a Utah corporation, (herein referred to as "Developer") is the owner of the following described real property located in Davis County, Utah;

* Lots 1, 2A, 2B, 3 through 8, 9A, 9B, 10, 11, 12A, 12B inclusive of Shepard Cove Cluster Subdivision, according to the official plat thereof recorded as Entry No. 1556672, in Book 2578, Page 826 in the office of the Davis County Recorder.

WHEREAS, it is the desire and the intention of the Developer to sell the lots described above and to improve on them mutual beneficial restrictions under a general plan of improvement for the benefit of the lots in the subdivision and the future owners of these lots;



NOW, THEREFORE, the Developer hereby declares that all of the lots described above are held and shall be held, conveyed, hypothecated, or encumbered, leased, rented, used occupied and improved subject to the following covenants and conditions, all of which are declared and agreed to be in furtherance of a plan for improvement and sale of the lots described above and are established and agreed upon for the purpose of enhancing and protecting the value, desirability, and attractiveness of the lots. All of these covenants and conditions shall run with the land and shall be binding on all parties having acquiring any right, title or interest in the above described lots or any part hereof.

1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to exceed two stories in height and an attached garage for not fewer than two cars or more than three cars; provided however, that the Architectural Control Committee may permit one or more of the lots to be used for school or church purposes or to be used for a swimming pool and other recreational facilities for the benefit of the owners of some or all of the other lots described above.

2. ARCHITECTURAL CONTROL. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structure and as to location with respect to topography and finished grade elevation.

Unless approved by the Architectural Control Committee, no hedge more than three feet high and no fence or wall shall be erected, placed, altered or permitted to remain on any lot closer to the front street than the front of the residential structure on said lots, or where said hedge, fence or wall is located along the boundary line between two adjoining lots, it shall not be closer to the front street than the front of whichever residential structure on the two adjoining lots is nearer to the street.

Said premises shall be used for private residence purposes only, except as hereinafter set forth, and no structure of any kind shall be moved from any other prior residence upon said premises, nor shall any incomplete building be permitted to remain incomplete for a period in excess of one year from the date the building was started, unless approved by the Architectural Control Committee.

All construction to be new materials, except that used brick may be used with prior written approval of the Architectural Control Committee.

3. DWELLING QUALITY AND SIZE. The following minimum finished square foot living area requirements shall apply. Living areas shall be calculated exclusive of garages, one story open porches, and basements.

One Story Dwellings (Rambler): The minimum square foot living area shall not be less than 1,000 square feet.

Two Story Dwelling: The combined area of the two stories above curb level shall not be less than 1,400 square feet.

Split Level Dwellings: The combined area of the ground level and the adjoining levels, qualifying as stories as herein defined, shall not be less than 1,200 square feet. Or the combined area of the stories above ground level shall not be less than 1,000 square feet.

Split Entry Dwellings: The combined area of the two levels shall not be less than 1,400 square feet, the lower level must qualify as a story as herein defined, and the minimum area of the upper level shall not be less than 1,000 square feet.

If four feet or more of foundation is above finished grade, then the level qualifies as a story. For the purposes of these covenants, the basement area shall in no event be considered a story. It is the purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same as or better than that which can be produced at the date that these covenants are recorded.

4. SET BACK LINES. Unless a written exception is granted by the Architectural Control Committee where unusual circumstances exist, the following set back lines shall apply:

- A. No building shall be located on any lot nearer than 30 feet to the front of the lot line, or nearer than 20 feet to any side street line.

B. All dwelling shall meet Kaysville City side yard requirements, except a one-foot minimum side yard shall be permitted for a garage or other permitted accessory building located 60 feet or more from the front setback line, unless further restricted by a side lot utility/ drainage easement as depicted on the recorded plat. No dwelling shall be located on any interior lot nearer than 15 feet to the rear lot line. Detached garages or other permitted accessory buildings may be located 7 feet or more from the rear lot line, so long as such buildings do not encroach upon any easements as revealed by the recorded plat.

C. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of the building, provided however that this not be constructed to permit any portion of a building on a lot to encroach upon another lot.

5. HEIGHT RESTRICTIONS. No dwelling shall exceed thirty (30) feet in height, nor shall any dwelling be less than twelve (12) feet in height. No accessory building shall exceed fifteen (15) feet in height, nor shall any accessory building be less than six (6) feet in height.

6. EASEMENTS. Eight and ten foot easements for drainage and/or installation and maintenance of utilities are reserved on front and back lot lines and on some side lot lines as shown on the recorded plat. Within these easements no structure, planting or other material shall be placed or permitted to remain with will damage or interfere with the installation or 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 for which a public authority or utility company is responsible.

7. DRAINAGE. No lot shall be graded and no structure or other obstacle shall be erected, placed or permitted to remain thereon in such a way as to interfere with the established drainage pattern over the lot to and from adjoining land, or in the event it becomes necessary to change the established drainage over a lot, adequate provision shall be made for proper drainage. Any fence or wall erected along the side or rear property line of any lot shall contain "weep holes" to be otherwise constructed so as not to prevent the flow of surface water from adjoining land where such flow is in accord with the established drainage.

The slope control areas of each lot and all improvements in them shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

8. NUISANCES. No noxious or offensive activity shall be carried on upon any lot nor shall any thing be done thereon which may be or may become an annoyance to the neighborhood.

9. USE OF OTHER STRUCTURES AS RESIDENCE. No trailer, basement, tent, shack, garage, barn or other out building or any structure of a temporary character shall be used on any lot at any time as a residence either temporarily or permanently.

10. SIGNS. No sign of any kind shall be displayed to the public view on any lot, except one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

11. ANIMALS. Animals, livestock, or poultry can be raised, bred or kept on any lot that meet Kaysville City requirements for keeping of farm animals. Dogs, cats, or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose and do not become an annoyance or nuisance to the neighborhood.

12. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

13. EXCAVATIONS AND COMPLETING IMPROVEMENTS. No excavation shall be made on any lot except in connection with the erection, alteration, or repair of a swelling or other improvement thereon. When excavation or the erection, alteration, or repair of a structure or other improvements has once begun, the work be executed diligently and completed within a reasonable time.

14. ROOFTOP ANTENNAS. No television, ham radio, citizen 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 of exposed to the view from any other lot, unless approved by the Architectural Control Committee. 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.

15. ARCHITECTURAL CONTROL COMMITTEE. The Architectural Control Committee shall consist of three members to be elected by the developer. Any communication to the committee shall be addressed to the Architectural Control Committee of Shepard Cove Cluster Subdivision, P.O. Box 755, Kaysville, Utah 84037 unless the address is changed by written notice to the lot owners from the developer or the committee. Upon failure of the developer to fill any vacancies in the committee the remaining members of the committee may do so by a majority vote to their number. The developer may, at its sole discretion, remove members from the committee and fill vacancies. Said rights of appointment and removal shall, however, be subject to the right of the then record owners of a majority of the lots, through a duly recorded instrument to change any membership of the committee or to withdraw from the committee or restore to its power and duties, except that the committee shall always have one member selected by the developer if the developer desires. A majority of the committee may designate a representative to act for it. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed under this declaration.

The Committee's approval or disapproval required in this Declaration of the Covenants and Conditions shall be in writing. In the event that the committee, or its designated representatives, fails to approve or disapprove within 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 the completion, approval shall not be required and related covenants shall be deemed to have been complied with.

As of the date of this Declaration, the Architectural Control Committee shall be composed of David Faerber, Glenn Ravenberg and Bonnie Sorenson.

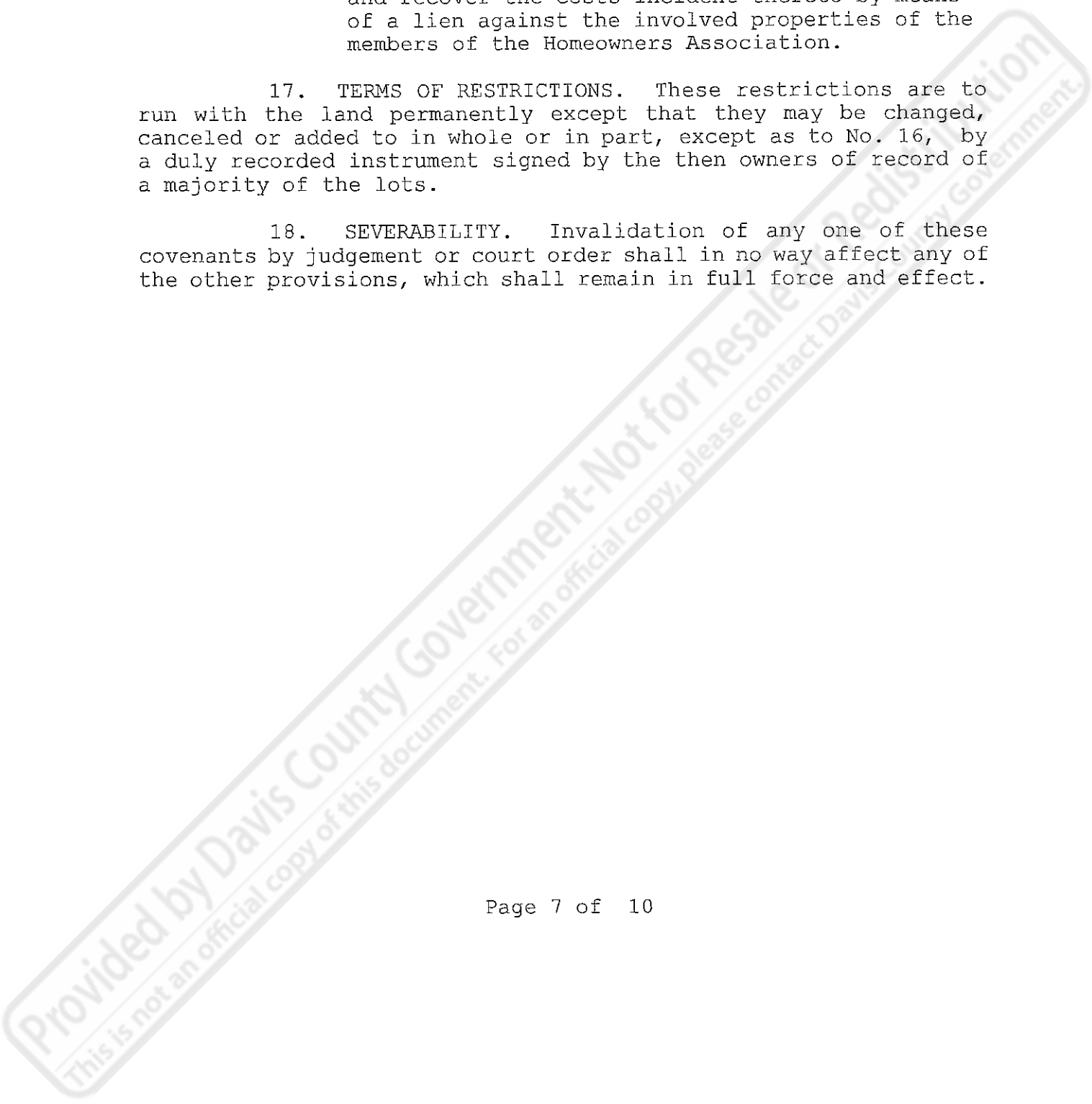
16. HOME OWNERS ASSOCIATION.

- A. Membership in the association shall be mandatory for each lot purchaser, their guarantees, successors and assigns.
- B. The common facilities restrictions shall be permanent and not just for a period of years.
- C. The Association shall be responsible for maintaining liability insurance, paying general property taxes, and maintaining all common facilities.

- D. All lot owners shall pay their prorated share of the costs of upkeep, maintenance, and operation.
- E. Any assessment levied by the Association may become a lien on the real property of any lot owner.
- F. In the event the Homeowners Association does not maintain the common facilities and/ or improvements as proposed and indicated at the time of subdivision, the City may, at its option, do or contract to have done the required maintenance, and recover the costs incident thereto by means of a lien against the involved properties of the members of the Homeowners Association.

17. TERMS OF RESTRICTIONS. These restrictions are to run with the land permanently except that they may be changed, canceled or added to in whole or in part, except as to No. 16, by a duly recorded instrument signed by the then owners of record of a majority of the lots.

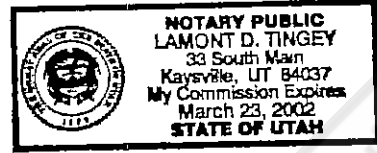
18. SEVERABILITY. Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.



THE KATHRYN G. FROST REVOCABLE TRUST

BY: Kathryn G. Frost

Its: Trustee



STATE OF UTAH)
 :SS.
COUNTY OF DAVIS)

On the 29 day of Oct, 1999, personally appeared before me Kathryn G. Frost, Trustee, who being by me dully sworn did say that she is Trustee of the Kathryn G. Frost Revocable Trust, and known to me to be trustee of the Trust, executed the foregoing instrument, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this instrument on behalf of said Trust.

Lamont D. Tingey
Notary public
Fruit Heights
Residing at

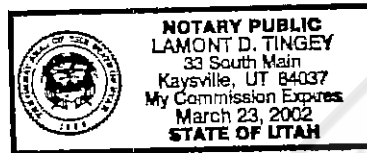
My Commission Expires: 3-23-02

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THE ROBERT F. FROST REVOCABLE TRUST

By: Robert F. Frost

Its: Trustee



STATE OF UTAH)
):SS.
 COUNTY OF DAVIS)

On the 29 day of Oct, 1999, personally appeared before me Robert F. Frost, Trustee, who being by me dully sworn did say that he is Trustee of The Robert F. Frost Revocable Trust, and known to me to be trustee of the Trust, executed the foregoing instrument, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this instrument on behalf of said Trust.

Lamont D. Tingey
 Notary public
Lamont D. Tingey
 Residing at _____

My Commission Expires: 3-23-02

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