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PROTECTIVE SUBDIVISION COVENANTS - PHASE 1

BAY VIEW PARK

E# 1557693 BK 1939 PG 2182
DOUG CROFTS, WEBER COUNTY RECORDER
06-JUL-98 1254 PM FEE \$41.00 DEP MB
REC FOR: BACKMAN, STEWART, TITLE

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The Protective covenants of Bay View Park Subdivision, Farr West, Weber County, Utah, dated June 1, 1998. BAYVIEW PARK INC.

1. All lots in the tract shall be known and described as residential lots and no structure shall be erected, altered placed or permitted to remain on any residential building lot other than a detached single family dwelling not to exceed two stories in height and a private 2 car garage and not more than four cars.
2. No building shall be erected, altered or placed on any lot until construction plans, specifications, and a plan showing the location of the structure have been approved by Jim Kannegeisser and Travis Tams as to the quality of workmanship and materials, harmony and external design with existing homes and as to location with the respect to topography and finish grade elevation. Roofing shall be a minimum or architectural grade shingles
3. The Architectural control committee is composed of Jim Kannegeisser and Travis Tams. The Committee may designate a representative to act for the committee. The remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time after 75% of lots are owned by individual owners, the recorded owners of a majority of the lots shall have the power through a duly recorded written instrument, to change the membership of the committee or withdraw the committee and/or increase or restore to it any of its powers and duties.
4. Prior to starting construction, the committee must approve all plans and specifications. Construction on all lots must commence within 24 months of the date of purchase and proceed in an orderly, expeditious manner. In the event that construction has not been commenced within 24 months, written approval must be obtained from the above-mentioned committee. Two complete sets of plans (including site plans) shall be submitted to the committee before construction can commence. One set will be signed and returned to the contractor and one set will be signed and retained in a permanent file by the owner (developer).
5. If written approval is not obtained and construction has not started within 24 months of closing a \$2,000.00 penalty will be enforced upon the purchaser of the lot. Interest will be assessed at 8% from the 24-month date on till home is started or lot is sold.

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6. All dwellings shall have front/rear set back and side yards as per Weber County requirements. For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of the building on a lot wherein it encroaches upon another lot. A detached garage or other permitted accessory building located at 60 feet or more from the set back line, may be located and shall have a minimum side yard or not less than 1 foot.
7. No dwelling shall be permitted on any lot with the ground floor area of the main structure, exclusive of open porches and garages, of less than 1500 square feet for one story dwelling nor less than 1800 square feet for a dwelling of more than one story. A split level entry or bi-level dwelling with garage under must exceed 2100 square feet exclusive of the basement. The construction materials for each home shall be of quality equal to, or superior to Weber County, FHA or VA requirements.
8. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No clothes drying or storage of any articles, which are unsightly in the opinion of the Architectural Control Committee, will be permitted on patios. Automobiles, trailers, boats, or other vehicles are not to be stored on streets in front or side lots unless they are in running condition, properly licensed, and are being regularly used. Automobiles must be moved every 24 hours.
9. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than 24' X 28' in size. Builder to provide signage at his discretion until all lots are sold.
10. No lot shall be used or maintained as dumping ground for rubbish. Trash, garbage, or other waste shall be kept in a clean and sanitary condition. Each lot, and its abutting street, is to be kept free of unsightly materials or other objects. They are not to be stored on any lot in view of the general public. Purchaser or contractor of lot shall be held responsible for damages caused by either party to any lots in this subdivision.
11. All lots within the subdivision shall be served by a Secondary Water system with a one (1) inch capped pipe for future extension by the lot owner. Provisions for use of the Secondary Water System shall be the responsibility of the lot owner, according to the requirements of The Secondary Water Users Association. The Secondary Water Users Association shall consist of the same members as the subdivision Approval Committee. The maintenance of the secondary system will be the responsibility of the lot owners.

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12. No parking of vehicles of any kind shall be allowed on dedicated streets during the hours of 1:00 a.m. to 7:00 a.m. each day.
13. The Architectural Control Committee must approve any shed constructed on the property.
14. All utility services shall be underground both in dedicated street and on individual lots.
15. Landscaping in front and side yards from dwelling shall be in place within eight (8) months of any dwelling occupancy unless otherwise approved by the subdivision committee. Back yard to be completed no later than the following growing season.
16. All stabilization structures built in conjunction with the subdivision public works improvement including roadway-retaining structures, shall become the property of Weber County.
17. Development of lot landscaping shall include erosion control devices and sediment trap construction of slopes 15% and greater. Each lot owner shall be responsible for unit sediment and erosion control.
18. Use of native vegetation in landscaping plans is encouraged. Each lot owner shall submit with his building plan a general concept-landscaping plan for approval by the subdivision committee.
19. All buildings constructed on any lot shall have a pitched roof of 5 inch on 12 (5 X 12) or steeper slope. All fascia boards are to be 2 X 6 or bigger.
20. The front of all dwellings shall be constructed of 50% masonry or more, 50% stucco or approved steel siding or stone work. The Architectural Committee must approve all exterior covering. Exterior roof fascia and eves may be aluminum cover material.
21. All materials used in the construction shall be new materials unless specifically approved by the committee.
22. Any and all legal fees required in enforcing these covenants shall be paid for by the lot owner involved in bringing the construction into compliance.
23. All homes to be built by a Utah State licensed general contractor.
24. The Bay View Subdivision is zoned for live stock to the rear of the property only on the one-acre lots.

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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 20 years from the date these covenants are recorded. At which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the lot owners at that time, has been recorded changing said covenants in whole or in part. Enforcement shall be proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain him or them from doing or to recover damages thereof. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provision, which shall remain in full force and effect.

Date 6-4-98

Jim Kanneisseur
Jim Kanneisseur

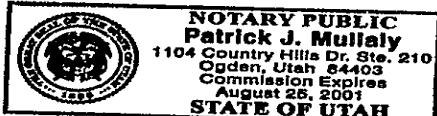
Travis Tams
Travis Tams

State of Utah
County of Weber

On this 151 day of June 1998. Personally appeared before me Jim Kanneisseur and Travis Tams. The signers of the within instrument, who duly acknowledged to me that they executed the same.

Notary Public

Residing at:
Commission Expires:



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