

1 thru 41, Falcon Meadows

DECLARATION OF
COVENANTS, CONDITIONS & RESTRICTIONS
OF THE FALCON MEADOWS SUBDIVISION

09-286-0001
thru 0041

THIS DECLARATION is made this 2nd day of June, 1999 by Bach Development Incorporated, hereinafter referred to as "Declarant".

E 1584811 B 2633 P 1257
SHERYL L. WHITE, DAVIS CNTY RECORDER
2000 APR 4 3:28 PM FEE 24.00 DEP AC
REC'D FOR BACH DEVELOPMENT INCORP

WITNESSETH:

WHEREAS, Declarant is the owner of certain property (hereinafter referred to as the "Lot(s)") in Clearfield City, Davis County, State of Utah, more particularly described as follows:

All Lots 1-41, The Falcon Meadows Subdivision according to the official plat thereof filed with the Davis County Recorder in Davis County, Utah.

WHEREAS, Declarant intends that the Lots, and each of them, together with the Common Easements as specified herein, shall hereafter be subject to the covenants, conditions, restrictions, reservations, assessments, charges and liens herein set forth.

NOW, THEREFORE, Declarant hereby declares, for the purpose of protecting the value and desirability of the Lots, that all of the Lots shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which shall run with the Lots, and be binding on all parties having any right, title and interest in the Lots or any part thereof, their heirs, successors and assigns, and shall insure to the benefit of each Owner thereof.

ARTICLE I
ARCHITECTURAL CONTROL

SECTION 1. The Architectural Control Committee shall be composed of the Architectural Control staff of Bach Development Incorporated. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members of the committee shall have full authority to select a successor. Neither members of the committee, nor its designated representative shall be entitled the any compensation for services performed pursuant to this covenant.

SECTION 2. The Committee's approval or disapproval as required in these covenants shall be in writing. The Owner must submit a set of formal plans, specifications, and site plan to the Committee before the review process can commence. In the event the Committee or its designated representative fails to approve within 30 days after plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.

ARTICLE II RESIDENTIAL AREA COVENANTS

SECTION 1. Quality.

No lot shall be used except for residential purposes. Buildings may not exceed 2 stories in height. The front elevation of the home must have a brick or rock wainscoat. Vinyl or aluminum siding and stucco will be allowed to cover the remaining exterior of the home. All construction shall be comprised of new materials, except that brick may be used with prior written approval of the Architectural Control Committee.

SECTION 2. Dwelling Size.

Rambler: 1200 square feet minimum main level
Multi-Level: 1200 square feet minimum finished square feet
Two Story: 1500 square feet minimum finished above grade

Each dwelling must have an attached garage for a minimum of 2 vehicles.

Note: All of the above dwelling size requirements are exclusive of open porches and garages. Dwellings without basements must be 1500 square feet finished.

SECTION 3. Fencing.

There will be no fencing permitted in the front yard of front side yards of the home (front side yard being defined as the middle of the home to the front yard), unless approved by the architectural control committee. Front fencing may be allowed for decorative and landscaping purposes only if it is no higher than 3 feet.. Fencing material will consist of WOOD, VINYL, BRICK, CHAIN LINK FENCE WITH SLATS, OR CINDER BLOCK.

SECTION 4. City Ordinances.

All improvements on a Lot, sheds, pools and other structures, shall be constructed and maintained, and all activities on a Lot shall be undertaken, in conformity with all laws and ordinances of the City of Clearfield, Davis County, and the State of Utah which may apply, including without limiting the generality of the foregoing, all zoning and land use ordinances.

SECTION 5. Easements.

Easements for all installations 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, or which may change the direction of flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements.

SECTION 6. Nuisances.

No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

SECTION 7. Temporary Structures.

No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any Lot at any time as a residence, either temporarily or permanently.

SECTION 8. 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.

SECTION 9. Landscaping.

All front and side yards must be landscaped within 1 year after the dwelling is occupied. Rear yard must be landscaped within 2 years of occupation of dwelling. All park strips must be planted in grass and uniform trees. The trees shall be 25' - 30' apart in park strips throughout the subdivision. The tree to be included in the park strip will be the Emerald Queen Maple. The trees shall be of 1 ½ caliber in size and shall be purchased, planted and cared for by the owner and their placement will be directed by the Architectural Control Committee.

ARTICLE III GENERAL PROVISIONS

SECTION 1. Enforcement.

Any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by any Owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 2. Severability.

Invalidation of any of these covenants or restrictions by judgement or court order shall in no wise effect any other provision which shall remain in full force and effect.

SECTION 3. Amendment.

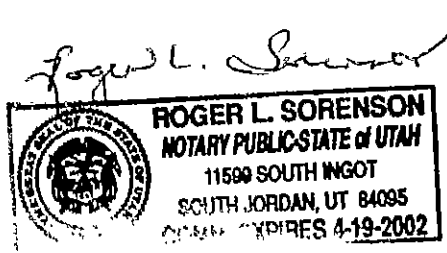
The covenants and restrictions of this Declaration shall run with and bind the land, for a term of 40 years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of 10 years. This Declaration may be amended or terminated by a vote of at least 80% of the total votes of all Owners, which vote shall be taken at a duly called meeting. Any amendments approved shall be reduced to writing, signed, and recorded against the Lots.

IN WITNESS WHEREOF, the undersigned, being the Declarant, has hereunto set its hand this 2nd day of June, 1999.

DECLARANT:

Dale L. Rindlisbacher
Bach Development Incorporated
by: Dale L. Rindlisbacher, President

E 1584811 B 2633 P 1260



State Of Utah

On the 4th Day of APRIL, 2000, personally appeared before me DALE L. RINDLISBACHER, who being by me duly sworn said that he is the PRESIDENT of BACH DEVELOPMENT, the corporation that executed the above and foregoing instrument, and that said instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and the said DALE L. RINDLISBACHER acknowledged to me that the said corporation executed the same.

In Witness Whereof I have herewith set my hand and affixed my seal the 4th Day of APRIL, 2000.

My Commission Expires: 4/19/2002

Roger L. Sorenson
NOTARY PUBLIC
Residing at: 11599 So. INGOT WAY