

all Canyon Meadows PUD  
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SHERYL L. WHITE, DAVIS CNTY RECORDER  
2000 DEC 22 9:22 AM FEE 132.00 DEP JTA  
REC'D FOR SOUTH WEBER CITY

DECLARATION OF  
COVENANTS, CONDITION AND RESTRICTIONS  
OF

CANYON MEADOWS P.U.D. SUBDIVISION

SOUTH WEBER CITY  
DAVIS COUNTY, UTAH

KNOW ALL MEN BY THESE PRESENTS: That the undersigned is the legal and beneficial owner of a certain tract of land situated in South Weber City, Davis county, State of Utah, hereafter known as the Canyon Meadows P.U.D. subdivision which is described below:

A parcel of land lying and situated in the northwest quarter and southwest quarters of section 28, and the northeast quarter of section 29, township 5 north, range 1 west, Salt Lake based and meridian, city of South Weber, Davis County, Utah. Comprising 44.82 acres out of those particular 5 (five) parcels of land as entry number 1518522, in book 2507, at pages 711-713 of the deed records of said Davis County, and as shown on that certain certificate of survey certified by David E. Hawkes, license #98-356548-2201, on file in the office of the Davis County surveyor. Basis of bearing for subject parcel being south 00 36' 39" west 2653.38 ft. (measured), (2653.33 ft. per Davis County surveyor), between the G.L.O. brass cap monuments monumentalizing the west line of the northwest quarter of said section 28. (See exhibit "A")

WHEREAS: The undersigned is about to sell the property described heretofore, which it desires to subject said land to the following COVENANTS, CONDITIONS AND RESTRICTIONS; and the acceptance of any deed or conveyance thereof by the Grantee(s) therein, and their and each of their heirs, executors, administrators, successors, and assigns, shall constitute their covenant and agreement with the undersigned and with each other, to accept and hold the property described or conveyed in or by such deed or conveyance **subject to said COVENANTS, CONDITIONS AND RESTRICTIONS** as follows, to wit:

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1. USE OF LAND: No lot shall be used EXCEPT for single-family residential purpose and no lot shall contain more than one (1) habitable structure. All structures shall be in accord with prevailing zoning ordinances.
2. MINIMUM SQUARE FOOTAGE AND MULTI-LEVEL RESTRICTIONS:  
In no event shall the total finished square foot living area of any residence constructed on any lot within the subdivision, exclusive of porches, balconies, patios and garages, be less than 1,400 square feet. The minimum total finished square footage of living area on the first level above ground and located within the area of a foundation for any residence constructed on any lot within the subdivision, exclusive of porches, balconies, patios and garages shall not be less than 1,400 square feet with the following exceptions: Those residences constructed with a second level of living area above the ground level, commonly referred to as a second story with a minimum 800 feet of living space on the second story, shall be allowed to have a total finished square footage of living area on the first level of not less than 1,000 square feet. Finished square footage of living area shall be defined as living area containing lighting fixtures, permanent floor coverings and painted or paper or vinyl covered walls and ceilings. All roof coverings will be with twenty (20) year architectural laminated shingles or better.
3. PREFABRICATED, TEMPORARY STRUCTURES AND MOBILE HOMES:  
No prefabricated temporary structure nor mobile-home shall be located on any lot excepting that storage of one (1) camper trailer (not to be occupied in any fashion or manner) belonging to the property-owner, provided such storage is confined to the rear yard, or garage area.
4. GARAGES AND CARPORTS: All residences constructed on any lot in the subdivision shall be constructed with a fully enclosed, private attached or detached garage, built to accommodate not less than two (2) or more than five (5) vehicles. The minimum size for any such garage shall be 21 feet by 21 feet. The height of the garage door headers shall not exceed 10 feet, subject to the following: one garage door header may exceed 10 feet if there are at least two garage headers not exceeding 10 feet. All garages, whether attached or detached, shall be constructed of the same exterior materials, in harmony with and be architecturally compatible with the residence constructed on the lot.

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5. LOT SIZE: Lot sizes as described on the recorded plat of the subdivision are intended as minimum lot sizes, however, no lot shall be further subdivided.
6. BUILDING LOCATION: All buildings shall be located on all lots so as not to be in violation of South Weber City ordinances with respect to minimum setbacks. The above notwithstanding, in no event shall any portion of any building, included eaves or steps, encroach upon any other lot.
7. DRIVEWAYS AND WALKWAYS: The primary driveway, that is the driveway leading from the street to the garage, and primary walkways, that is walkways leading from the street or driveway to the entrance of the residence, shall be constructed of concrete, tile or brick pavers. All other driveways and walkways shall be constructed of a material commonly used for such purposes, however in no event shall a driveway or walkway be constructed of dirt, sand, clay or road base material.
8. NUISANCES: No noxious or offensive activity shall be carried on upon any lot, part or portion of the property, nor shall anything be done thereon which may become an annoyance to the neighborhood.
9. SURROUNDING ATMOSPHERE: There may be sounds due to the proximity of said subdivision to agricultural activities. Those who reside in CANYON MEADOWS P.U.D. will in NO way inhibit these activities or seek retribution for them.
10. OIL AND MINING OPERATIONS: No drilling, quarrying or mining operations of any kind shall be permitted upon or in any lot, part or portion of the property, nor shall any oil well, gas well, tank, tunnel, mineral excavation or shaft be permitted upon of in such lot, part or portion of the property. No derrick or other structure designed for use in boring or storing oil or natural gas shall be erected, maintained or permitted upon any lot or portion of the property.
11. ANIMALS: Animals may be kept on the property according to local zoning. Dogs, cats or other domesticated household pets may be kept in a residence constructed on a lot, or on a lot in a suitable enclosure, provided they are not kept on any lot so as to be visible from other lots or residences, and they are not kept, bred or maintained for any commercial purpose. Such animals as are permitted shall be strictly controlled and kept pursuant to all applicable laws and ordinances.

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12. GARBAGE AND REFUSE DISPOSAL: No lot, part or portion of the property, shall be used or maintained as dumping ground for rubbish, trash, garbage or other wastes. Such trash, rubbish, rubble, garbage or other waste shall not be kept except in sanitary containers. No rubbish, trash, junk or debris shall be burned upon any lot, part or portion of the property.
13. BUILDING MATERIALS: No lot, part or portion of the property, shall be used or maintained as a storage for building materials except during the construction phase. Once a dwelling is occupied or made available for sale, all building materials shall be removed or stored inside such dwelling.
14. BOATS, RECREATIONAL AND MOTOR VEHICLES: No boats, motorcycles, ATV's, trailers, buses, motor homes, campers or other vehicles shall be parked or stored upon any lot except in the garage, side or back yard area. In no event shall any such vehicles be parked on the driveway or in the front yard area of any lot or on any street located within the subdivision. All such vehicles shall be properly registered and licensed, or meet such other government approval as may be required.
15. ANTENNA: No external radio, dish or other antenna of any kind or nature or device for the reception or transmission of radio, microwaves or other similar signals shall be constructed or maintained on any lot or residence in such a manner as to extend above the height of the residence on the lot nor shall such devices be located on any lot or on any residence on any lot so as to be visible from the street fronting said lot; provided, however, a television antenna may be placed on a structure at a height for a proper reception. Satellite dishes shall only be allowed in backyard areas and only if screened from the view of other lots.
16. SAFE CONDITIONS: Without limiting any other provision of this declaration, each owner shall maintain and keep such owner's lot at all times in a safe, sound and sanitary condition and repair and shall correct any condition and repair and shall correct any condition or refrain from any activity which might interfere with the reasonable enjoyment by other owners of their respective lots.
17. LANDSCAPING: Within 6 (six) months after the completion of the construction of the residence upon a lot the owner shall complete the landscaping in the front yard and the side yards of the lot (or within six (6) months from April 30 of the

following year if a house is ready for occupancy after October 1). Within one (1) year from the completion of construction of the residence upon a lot, the owner shall complete the landscaping in the back yard of the lot. Landscaping shall include, but not be limited to, the planting of lawn, grass, trees or other plants or vegetation shall be allowed, including, but not limited to, plants such as oleanders. The planting of trees, shrubs and grass are encouraged, subject to compliance with the restrictions contained herein. All landscaping and yards shall be kept and maintained in an orderly and sightly manner, free of weeds and garbage. Should any lot owner fail to comply with the provisions of this section, Cobblecreek Ent. LC shall have the right to seek an order from a court of proper jurisdiction requiring specific performance to comply with the provisions hereof, and shall also have the authority to complete or clean up the landscaping and require the lot owner to pay a reasonable amount for such completion or clean up. All attorney's fees and costs incurred in any such lien on such lot owner's lot, and shall also be personal obligation of said lot owner, enforceable at law, until such payment is therefore made.

18. LOT CONDITION: All lots prior to the construction of permanent buildings shall be kept in a sightly condition free from the growth of unsightly weeds grasses. It shall be the owner's responsibility to keep weeds and grasses mowed or otherwise trimmed. Grasses along fence lines shall be mowed to keep from becoming unsightly and unmanageable.
19. WALL, FENCES AND OTHER BARRIERS: Walls fences and barriers shall be constructed of materials manufactured for such purposes and erected in proper and safe manner. Permitted materials shall be chain-link. Walls and fences shall not be permitted across the front yard parallel with the street. All walls, fences and barriers shall be kept and maintained in a visually pleasing manner and in a state of good repair. The owner's failure to do so may result in action by Cobblecreek Ent. LC to enforce the conditions herein contained.
20. TIME SHARING PROHIBITED: Neither the Developer nor the owner of any lot shall allow or permit any form of time-share ownership.
21. LEASES: In a lease or rental agreement between a lot owner and lessee, lessee shall be required to submit in the terms of the lease to be subject, in all respects, to the provisions of this Declaration, Laws and Rules & Regulations of Canyon Meadows PUD Covenants, Conditions and Restrictions, and that failure by lessee

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to comply with the terms of this Rules & Regulations shall be in default under the terms of lease. Furthermore, all such leases shall be in writing and shall include language to the effect that the lessee has received a copy of this Declaration and the Canyon Meadow PUD Covenants, Conditions and restrictions, has read and understands them and agrees to be bound by their terms. In no event shall a lease agreement be for a term less than 360 days.

22. **SIGNS:** No billboard or sign of any character shall be erected, posted, painted or displayed upon or about any lot, part or portion of the property. No sign of any kind, except signs used for the advertisement of a lot or residence for sale or rent, limited to one sign per lot of not more than five (5) square feet in size, shall be used, placed or displayed to the public view on any lot, part or portion of the property. The above notwithstanding, signs used by the developer to advertise the development and/or initial sale of any lot, part or portion of the property, shall be excluded from this restriction. During construction of a residence on a lot, one sign, not more than 24 square feet in size, advertising or publicizing the contractor of the residence, the marketing firm, or mortgage company, advertising or publicizing the contractor of the residence, the marketing firm or mortgage company, shall be allowed. Any such sign shall be removed upon completion of construction, as defined herein.
23. **INOPERABLE VEHICLES:** No type of motor vehicle which is inoperable, for any reason, shall be permitted to be parked upon any street, lot, part or portion of the property, except in an approved, enclosed garage. In the event any inoperable motor vehicle remains outside upon any street, lot part or portion of the property for a period exceeding 15 days, the Developer, may remove the inoperable motor vehicle after a 10 day written notice. The cost and expense of such removal shall be borne by the lot owner on which or in front of which the inoperable vehicle was parked. For the purpose of this section, "inoperable motor vehicle" shall mean any motor vehicle which is unable to be operated in a normal manner upon the streets under it's own power, or is unlicensed for a period of not less than 60 days.
24. **TRUCKS AND TRAILERS:** Trailers, trucks and motor homes with a length in excess of 50 feet and trucks of a gross vehicle weight over 10,000 lbs. are not allowed to be placed, parked or stored upon any street, lot, part or portion of the property.

25. **SITE REVIEW:** Prior to the commencement of construction of any dwelling or garage on any lot in this subdivision, plot-plans and/or construction drawings shall be submitted and approved by Cobblecreek Enterprises. Prior to the commencement of construction of any dwelling, garage, storage building, fence, wall, pool or other improvements on any lot in this subdivision, plot-plans and/or construction drawings shall be submitted and approved by South Weber City. No construction shall be permitted in the subdivision without first obtaining the necessary approvals and permits for such construction. The cost for gaining such approval shall be borne by the seeker of such approval.
26. **ROOF MOUNTED HEAT PUMPS AND SOLAR PANELS:** Solar panels, heat pumps and/or air conditioning units shall be allowed to be mounted on roofs only if they cannot be viewed or seen from the street in front of the lot
27. **DAMAGE:** Any damage inflicted on existing improvements such as streets, sidewalks, gutters, etc., by the purchaser of any particular lot must be repaired and the expense of such repair must be borne by the purchaser at his own expense. This also includes any damage to any landscaping. Any dirt or gravel spilled or dumped on sidewalks and/or streets during any construction landscaping shall be removed at the costs and/or expense of lot owner and/or contractor, and returned to the then pre-existing condition of the sidewalk and/or street.
28. **CONTAMINATION:** There are known contaminants in the general area of Canyon Meadows PUD Subdivision. These are coming from Hill Air Force Base. For more information call Hill Air Force Base information line: 801-777-8790 or 777-6016. By purchasing a lot in Canyon Meadows PUD a buyer releases South Weber City and its agents from any liability and further releases the owner and developer from any liability, claim, cause of action or damage, economic or otherwise, that may result to the owner of a lot in Canyon Meadows as a result of any property contamination and agrees to indemnify South Weber City from any claims or damages arising out of the buyer's ownership of his or her lot in Canyon Meadows that this contaminant may pose now or in the future, if any. The contaminants are not in the drinking water, they remain in the subsurface water only.
29. **SECONDARY WATER:** Secondary water will be furnished by the subdivision. A hook up fee of \$1,000.00 will be assessed upon the sale of said lot and a monthly fee will be charged to maintain the irrigation system.

- 30. APPEARANCE OF EXTERIOR OF HOUSE: All dwellings shall have a full masonry front with 50% of that being brick and/or stone. No similar house plans may be built within five (5) building lots of each other in any direction.
- 31. DURATION: All the covenants and restrictions set forth in this Declaration shall take effect at all times against said property and the owners thereof or any subsequent owner(s) thereof, for a period of twenty (20) years from the date of adoption. Said covenants shall then be automatically renewed for successive periods of ten (10) years, except that following the initial twenty year period, said requirements may be altered or changed or modified by a written agreement of more than three-fourths of the lot owners of this subdivision. Said changes shall not include easement or other areas dedicated to the public use. In addition, the Declarant of these Covenants, Conditions and Restrictions, may from time to time be subject to additional restrictions as may be deemed necessary to and from the protection of other property owners in the Subdivision.
- 32. RIGHTS TO ENFORCE: The provisions contained in this Declaration shall be enforceable by the land developer, Declarant, or by the owner or owners of any lot, or piece of property in said subdivision, or by their legal representatives. Failure to enforce any of said restrictions shall in no way prevent enforcement of any or all other restrictions herein. The declaration of any restrictions to be invalid by court proceeding shall not invalidate any other restrictions unless specifically specified.
- 33. PUBLIC OPEN SPACE: All Public Open Space will be maintained and dedicated to the city of South Weber. There will be no Homeowners Association to maintain the public open space. The Wetlands are to be dedicated to the city of South Weber. Secondary water system will be retained and operated by Cobblecreek Enterprises and or its assigns.

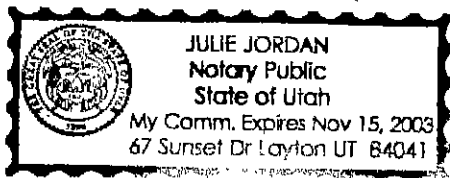
DECEMBER 11, 2000  
Date

Declarant:  
[Signature]  
Canyon Meadows P.U.D.  
By Bill Nielsen  
Authorized agent/developer

[Signature]  
Notary Public

[Signature]  
Bill Nielsen Managing Member  
Cobblecreek Enterprises, LLC

My commission expires:  
11/13/2003





## EXHIBIT "A"

BOUNDARY DESCRIPTION

A parcel of land lying and situate in the Northwest Quarter and Southwest Quarters of Section 28, and the Northeast Quarter of Section 29, Township 5 North, Range 1 West, Salt Lake Base and Meridian, City of South Weber, Davis County, Utah. Comprising 44.82 acres out of those particular 5 (five) parcels of land transferred to Leonard K.M. Fong by that certain Warranty Deed recorded May 27, 1999, as Entry Number 1518522, in Book 2507, at Pages 711-713 of the Deed Records of said Davis County, and as shown on that certain Certificate of Survey certified by David E. Hawkes, License Number 98-356548-2201, on file in the office of the Davis County Surveyor. Basis of Bearing for subject parcel being South 00°36'39" West 2653.38 feet (measured), (2653.33 feet per Davis County Surveyor), between the G.L.O. brass cap monuments monumentalizing the West line of the Northwest Quarter of said Section 28. Subject parcel being more particularly described as follows:

Beginning at a point on the West line of said Northwest Quarter Section and a point on an existing fence line, said point being located South 00°36'39" West 552.74 feet from the Northwest corner of said Section 28; Thence the following 8 (eight) courses along an existing fence, (1) South 85°02'51" East 139.77 feet; (2) South 15°51'08" East 365.60 feet; (3) South 20°05'21" East 56.75 feet; (4) South 31°10'21" East 194.25 feet; (5) South 33°48'40" East 109.43 feet; (6) South 44°30'55" East 54.62 feet; (7) South 07°46'08" West 52.92 feet, (8) South 01°13'41" West 97.05 feet to a fence intersection, Thence North 85°34'52" East 1031.55 feet along an existing fence line to a point of intersection with a fence running Southerly; Thence the following 2 (two) courses along said intersecting fence line (1) South 01°22'05" West 982.23 feet (2) South 01°08'39" West 619.49 feet to a point on the Northerly right of way line of South Weber Drive; Thence the following 3 (three) courses along said right of way (1) North 79°56'44" West 142.08 feet, (2) North 88°10'00" West 193.08 feet; (3) North 86°00'48" West 238.89 feet to a fence corner; Thence North 23°06'57" West 167.23 feet along a fence line; Thence NORTH 606.33 feet; Thence WEST 361.42 feet to a point on a fence line, Thence North 00°26'57" East 21.87 feet along said fence to a point on the center line of a canal; Thence the following 8 (eight) courses along the center line of said canal (1) North 32°14'42" West 147.17 feet; (2) North 09°12'50" West 115.64 feet, (3) North 39°17'12" West 16.24 feet; (4) South 87°38'44" West 27.39 feet (5) South 71°02'10" West 69.28 feet, (6) South 66°59'09" West 66.21 feet; (7) South 60°08'08" West 85.38 feet; (8) South 75°35'54" West 125.16 feet; Thence North 00°09'00" East 126.67 feet, Thence North 89°51'00" West 207.35 feet to a point on the East right of way line of 475 East Street; Thence North 00°43'38" East 468.92 feet to a point on a fence line; Thence South 87°24'29" East 185.75 feet along said fence and the extension thereof, Thence NORTH 319.92 feet; Thence WEST 180.38 feet to a point on said East right of way line, Thence North 01°00'20" East 406.67 feet along said right of way to a point on a fence line, Thence the following 3 (three) courses along said fence line, (1) North 87°40'43" East 151.38 feet; (2) North 02°45'31" East 110.48 feet; (3) South 85°02'51" East 45.08 feet to the point of beginning.

CONTAINS 44.82 acres more or less.