

WHEN RECORDED MAIL TO:
SINGLETON CONSTRUCTION INC.
278 W. PENNSYLVANIA DRIVE
HARRISVILLE, UTAH 84404

-TO-
WHOM IT MAY CONCERN

DECLARATION OF PROTECTIVE COVENANT
AGREEMENTS, RESTRICTIONS AND
CONDITIONS AFFECTING THE REAL
PROPERTY KNOWN AS COUNTRY COMFORT
NO. 2 SUBDIVISION

WHEREAS Fifes, (hereinafter referred to as "Developer") are the owners of the following described real property located in Weber County, Utah;

Lot 5 through 16 inclusive of Country Comfort No. 2 SUBDIVISION, according to the official plat thereof recorded as Entry No. 1661516, in Book 1661516, Page 1661516, in the Office of the Weber County Recorder.

WHEREAS, it is the desire and intention of the Developer to sell the lots described above and to subject the lots to mutually beneficial restrictions under a general plan of improvement for the benefit of all the lots in the subdivision and 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 the covenants and conditions shall run with the land and shall be binding on all parties having or 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 remain on any lot other than on detached single-family dwelling not 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 of 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.

Each lot shall be used for private residence purposes only, except as hereinafter set forth, and no pre-existing structure of any kind shall be moved from any other location and placed upon said lot, nor shall any incomplete building be permitted to remain incomplete for a period in excess of one year from the date the building

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was started, unless approved by the Architectural Control Committee.

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

At least thirty percent (30%) of the main floor exterior wall surface of a dwelling shall consist of brick, rock, stucco, or a combination. All roofs in the subdivision shall be of Architectural Grade Asphalt or better. All roofs shall have a pitch of 6-12 or greater (rise over run shall be 6-12 or greater). All roof vent cap louvers, plumbing stacks, chimney flashing, down spouts, etc. are to be painted to match the color of the roof or the trim.

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 1700 square feet.

Two Story Dwellings: The combined area of the two stories above curb level shall not be less than 2000 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 1700 square feet.

Split Entry Dwellings: The combined area of the two levels shall not be less than 1800 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 1100 square feet.

If four feet or more of foundation is above finished grad, 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 Committees 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 lot line, or nearer than 20 feet to any side street line.
- (b) No dwelling shall be located nearer than 10 feet to any interior lot line, and the total width of the two (2) side yards shall not be less than 24 feet, except a one foot minimum side yard shall be permitted for a garage or other permitted accessory building located 6 feet or more from the main building (dwelling). 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 30 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 purposes of this covenant, caves, steps, and open porches shall not be considered as a part of a building, provided however that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

5. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 100 feet at the point 3- feet behind the front lot line, nor shall any dwelling be erected or placed on any lot having an area of less than 15,000 square feet.

6. **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.

7. **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 which may 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.

8. **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 hole" or shall be otherwise constructed so as not to prevent the flow of surface water from adjoining land where such flow is in accord with 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.

9. **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 to the neighborhood.

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

11. **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.

12. **ANIMALS.** No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats, or other household pets may be kept provided the (i) they are not kept, bred or maintained for any commercial purpose and (ii) they do not become an annoyance or nuisance to the neighborhood.

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

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

15. **LANDSCAPING.** Within one year of occupancy of each and every home built in this subdivision, the front and side yard and within two years of occupancy, the back yard, shall be planted in lawn or other acceptable landscaping so as not to negatively impact the aesthetics of the subdivision. Lawn, shrubs, or other plantings shall be properly nurtured and maintained or replaced at the owners expense upon request of the owners and or subdividers.

16. **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 if 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.

17. OFF-SITE IMPROVEMENTS. Before taking title or possession of any lot, the Purchaser shall inspect the completed off-site improvements. Except for deficiencies or defects specified by the Purchaser to the developer before ownership is taken, purchaser hereby releases the developer from further obligations or responsibility as to the installation of the off-site improvements.

If the off-site improvements are not complete at the time ownership is taken, the Developer will, upon completion of the uncompleted off-site improvements. Give written notice of completion to purchaser and, unless Purchaser notifies the Developer of any deficiencies within seven (7) days after the date of receipt of the notice of completion the off-site improvements shall be deemed acceptable to the Purchaser and the Developer will be released from any further obligations or responsibilities as to the installation of the previously incomplete off-site improvements.

CONDITION OF ACCEPTANCE: Upon transfer of title from Developer to Purchaser, Purchaser shall assume full responsibility for accepting property "AS IS" and to make property inspection of the following prior to closing:

- | | | |
|--------------------|--------------------|--------------------------|
| 1. Sewer | 5. Electric | 9. Sidewalks |
| 2. Water | 6. Telephone | 10. Grading |
| 3. Secondary Water | 7. Land Drains | 11. Others as applicable |
| 4. Gas | 8. Curb and Gutter | |

18. ARCHITECTURAL CONTROL COMMITTEE. The Architectural Control Committee (the "Committee") shall consist of two (2) members to be elected by the Developer. Any communication with the Committee shall be addressed to Boyd Fife at 176 West 1250 North Harrisville, Utah 84404, 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 of 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 written 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 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 Covenants and Conditions shall be in writing. In the event that the Committee, or its designated representative, fails to approve or disapprove plans and specifications 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 fully complied with.

As of the date of this Declaration, the Architectural Control Committee shall be composed of Boyd Fife and Gary Singleton.

At the point that 90% or more of the lots in Country Comfort No. 2 Subdivision are sold, the Architectural Control Committee will then be controlled by the property owners who shall vote for three (3) of them to serve on the Committee. They shall adopt By-Laws and regulations concerning voting, elect a chairman and any other matters needs to operate and fulfill the purposes and responsibilities of the Architectural Control Committee.

19. TERM OF RESTRICTIONS. These restrictions are to run with the land permanently except that they may be change, canceled or added to in whole or in part by a duly recorded instrument signed by the then

owners of record of a majority of the lots.

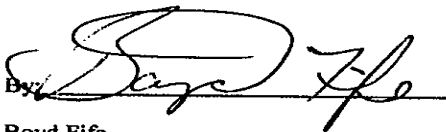
20. REPAIR OF BUILDINGS AND IMPROVEMENTS. No building or improvements upon any lot shall be permitted to fall into disrepair, and each such improvement shall at all times be kept in good condition and repair and adequately painted or otherwise finished by the Owner thereof.

21. MAILBOXES. All homes will have brick or rock design mail boxes. The shape of the mailbox must follow a pattern given by developer or that of lot 3 in phase 1. The mailbox location will be determined by developer.

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

23. EXEMPTIONS. Lot number 16 shall be exempt from all covenants.

THIS DECLARATION is made this 9th day of SEPTEMBER, 1999.

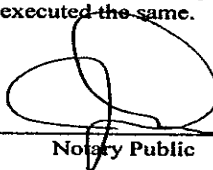


Boyd Fife
Owner

STATE OF UTAH

COUNTY OF WEBER,

On the 9th day of SEPTEMBER 1999, personally appeared before me, Boyd Fife, the signer of the within Protective Covenant who duly acknowledged to me that he executed the same.



Notary Public

1.1.1.1.

