

**AGREEMENT, RESTRICTIONS AND CONDITIONS
AFFECTING THE REAL PROPERTY
KNOWN AS COUNTRY COVE SUBDIVISION**

08-356-0001-0016

TO WHOM IT MAY CONCERN:

WHEREAS, the undersigned Trustee (hereinafter collectively referred to as the "undersigned") is the legal and beneficial owner of a certain tract of land situated in the City of West Haven, Weber County, State of Utah, described as Country Cove Subdivision. Consisting of 14 lots numbered lot #1 through lot #14.

WHEREAS, the undersigned is about to sell the property described heretofore, which it desires to subject, pursuant to a general plan of improvement, to certain restrictions, conditions, covenants and agreements between the several purchasers of said property themselves as hereinafter set forth:

NOW, THEREFORE, the undersigned declares that the property described heretofore is held and shall be sold, conveyed, leased, occupied, resided upon, hypothecated and held subject to the following restrictions, conditions, covenants and agreements between itself and the several owners and purchasers of said property as between themselves and their heirs, successors and assigns:

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DOUG CROFTS, WEBER COUNTY RECORDER
18-MAY-00 1111 AM FEE \$31.00 DEP JPM
REC FOR: ROBERT.H.VAN.KOMEN

PART B. AREA OF APPLICATION

B-1 FULLY PROTECTED RESIDENTIAL AREA. The Residential Area Covenants in Part C in their entirety shall apply to all lots included in Country Cove Subdivision, as attached.

PART C. RESIDENTIAL AREA COVENANTS

C-1 LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building or buildings shall be erected, altered, placed, or permitted to remain on any lot other than the primary single family dwelling and any other structures as allowed by current zoning. All structures shall not exceed two stories in height plus applicable roof as per design. Each dwelling shall have a private garage for not less than two vehicles.

C-2 FURTHER SUBDIVISION. A separate single family dwelling must be built on each lot, which dwelling must meet all covenants and restrictions and conditions contained herein. No lot, as described by the official plot recorded on this property, may be subdivided into smaller parcels, and each lot, is subject to the requirement of this sub-part C-2 regarding buildings which must be erected.

C-3 ARCHITECTURAL CONTROL. No building shall be erected, placed, or altered on any lot until the construction plans, specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and

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materials, with brick, rock, or stucco at least 20% of the area on the front elevation, in harmony with the external design of existing structures, and as to location with the respect to topography and finish grade elevation and landscaping. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in part D.

C-4 DWELLING QUALITY AND SIZE. It is the intention and purpose of the covenants to assure that all dwellings shall be a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum size and quality stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 800 square feet for one-story dwelling, nor less than 600 square feet per floor for a dwelling of two stories. A multilevel dwelling shall have at least 900 square feet finished on any three levels.

C-5 THE LIMITATION FOR CONSTRUCTION. Construction of all residential dwellings, pursuant to the terms and conditions of this Part C, must be completed no later than one calendar year from the date of start of construction (the "date of construction" meaning the date the building permit is issued, permitting construction).

C-6 EASEMENTS. Easements for installation and maintenance of utilities, drainage, and secondary water system facilities are reserved as shown on the recorded plat. Within these easements, no fencing, structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, drainage, or secondary water system or which may change the direction of flow of drainage channels in the easements. 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, Home Owners Association, or utility company is responsible. *Notice is given that sub-surface water does exist and that each owner/Builder has the responsibility to determine the safe depth of construction to be placed below the land surface subject to any and all city requirements and depth limitations.*

C-7 LANDSCAPING. Landscaping shall be substantially completed on all sides except the rear of the dwelling within two calendar years of the date occupancy occurred. "Substantial Completion" shall mean lawn, trees or ground cover of a similar grade or quality to other homes in the subdivision with reasonable allowance for garden space.

C-8 NUISANCES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, shed, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

C-9 PRIVATE RESIDENCE. MOVING OF STRUCTURES. Said premises shall be used for private 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 of one year from the date the building was started unless approved by the Architectural Control Committee.

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C- 10 SIGNS. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than five square feet, after occupancy of the residence occurs.

C-11 OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot. No hazardous substance, as such defined by Federal and State laws shall be permitted upon any lot.

C-12 PETS, ANIMALS, ETC. Animals shall be allowed as allowed by City and County ordinances. All owners shall be responsible for dust, waste control, and maintenance of areas occupied by the animals.

C- 13 GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such material, if allowed by law, shall be kept in a clean sanitary condition. No hazardous material, including waste oil, may be disposed of by any means of disposal on any lot subject to this Agreement.

C-14 SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five feet from the intersections of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sightline limitations shall apply on any lot within ten feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

PART D. ARCHITECTURAL CONTROL COMMITTEE

D- 1 MEMBERSHIP. The Architectural Control Committee is composed of Matthew Van Komen, JJ Van Komen, and Robert H. Van Komen. 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 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, the then record owners of a majority of the lots shall have power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

D-2 PROCEDURE. Applicant shall submit a full set of plans and specifications together with a letter stating the required approval and mailed by "registered mail" to the office of the committee which is: 466 North Main, Suite 102, Clearfield, Utah 84015. The committee's approval

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or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove plans and specifications within 30 days after such documents have been submitted to it, approval will have been considered granted, and the related covenants shall be deemed to have been fully complied with.

PART E. GENERAL PROVISIONS.

E-1 TERM. 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 forty years from the date these covenants are recorded, after which said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

E-2 ENFORCEMENT. Enforcement shall be at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

E-3 SEVERABILITY. Invalidation of any one of these covenants by judgment or Court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

PART F. MEMBERSHIP AND RIGHTS OF HOMEOWNER ASSOCIATION

F-1. Name. The Home Owner Association shall be named the Country Cove Secondary Water Home Owner Association.

F-2. Membership. Every lot owner shall be a member of the Homeowner Association. Membership shall be mandatory, shall be appurtenant to the lot in which the Owner has an interest, and shall not be separated from the lot to which it pertains.

F-3. Voting Rights. The member shall have one vote for each lot. Multiple owners may cast only one vote per lot.

F-4. Easement and Enjoyment. A member's right and easement of use and enjoyment concerning the secondary water distribution system shall be subject to the following:

a. Right of use is suspended for any period that a Member's assessment remains unpaid.

b. The Association shall have the right to impose reasonable limitations on water usage, water waste, and usage times for the season of usage.

c. Home Owner Association grants a standing invitation at a future date for West Haven City to take over the Secondary Water distribution system on the public property. Allowing the users to be connected to a main distribution system, and allowing the owner of the pump and pond system to disassemble and remove it.

d. Assessments Each owner, shall by acquiring a lot, agree to pay to the association a yearly assessment. No owner can exempt himself or his lot from liability for payment of assessments by waiver of his rights or abandonment of his lot. As the date of this recording of this article, each lot shall be subject to a yearly assessment of \$250.00 commencing on January 2, 2001 and each thereafter as set by the board of directors.

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The assessment is due 30 days following the date of the assessment each year. After one year of operation the yearly assessment may be increased or decreased a sum equal to the anticipated changes in costs for the upcoming water season by the board of directors. Any assessment not paid when due shall accrue at the rate of 18% interest. The Association may bring an action either against the owner who is personally or to close the lien against the lot, to collect all past due amounts.

e. **Operation and maintenance.** Three directors shall be elected by the voting members of the association. Elections shall take place November 2-5 of alternating years, starting in 2001. The Three directors for the start of the Association from date of recording shall be: Robert H. Van Komen, J.J. Van Komen, and Matthew R. Van Komen. The board of directors shall have the authority to enter into agreements on behalf of the association, to contract obligations and perform all duties necessary as it relates to the operation and maintenance of the secondary water system of the Country Cove Secondary Water Home Owners Association.

R.H. Van Komen & Company

BY Robert H. Van Komen
ITS OWNER

(The State of Utah)

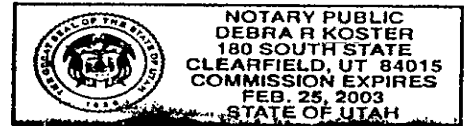
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(County of Davis)

Robert H. Van Komen, whose identity is personally known to me, upon oath, and affirmation, and being duly sworn, subscribed before me that he is authorized to sign the above and foregoing instrument, and that the information contained herein is true and accurate to the best of his information and belief, this 20th day of

April 2000

Debra R. Koster
Notary Public



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