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Paradise Cove No. 1
07-236-001 thru
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RICHARD T. MAUGHAN, DAVIS CNTY RECORDER
2003 OCT 2 9:47 AM FEE 46.00 DEP LHL
REC'D FOR PARADISE COVE 1 LLC

COVENANTS, CONDITIONS AND RESTRICTIONS AFFECTING A PORTION OF THE REAL PROPERTY DESCRIBED AS PARADISE COVE # 1, CITY OF KAYSVILLE, DAVIS COUNTY, STATE OF UTAH

Paradise Cove #1 is part of a cluster subdivision in Davis County, State of Utah, and consist of 14 single-family residential lots and the Open Space shown on the Plat.

Declarant is the record Owner of the Lots and of the Open Space in Paradise Cove Cluster Subdivision. In order to promote architectural integrity, preserve and enhance property values in Paradise Cove # 1, provide for the orderly and compatible use of Lots in Paradise Cove # 1 and to promote Paradise Cove #1 as a desirable and first class residential neighborhood, the undersigned hereby declares follows:

1. Definitions. As used in this declaration, the following words have the following meanings:
 - a. Effective Date: The date these covenants, conditions and restrictions are recorded in the deed records of Davis County, Utah.
 - b. Declarant: Paradise Cove # 1, LLC.
 - c. Paradise Cove # 1: A Cluster Subdivision consisting of Lots 1 through 14 and the Open Space located in the City of Kaysville, Davis County, Utah as shown on the Plat.
 - d. Plat: The Plat which includes Paradise Cove # 1 and is recorded 10-2-03 in book 3387 at page 511, records of plats, Davis County, Utah. Document No. 1917299
 - e. "Lot" means any platted lot in Paradise Cove #1.
 - f. "Structure" includes any Home, building, wall, fence, barn, hedge higher than 2 feet, parking area, driveway, path and other man-made construction of the land. Except for a hedge higher that 2 feet, "Structure" does not include landscaping or gardens.
 - g. "Association" means the Paradise Cove #1 Home Owners' Association and its successors to the extent those successors are associations of the Owners of Lots and own the Open Space of Paradise Cove # 1 for the benefit of those Owners.
 - h. "Owner" or "Owners" means the record holder of fee simple title to, or the record holder or holders of vendee's interest in a contract of sale (other than an earnest money agreement) for, a Lot.
 - i. "Board" means the board of directors of the Association.
 - j. "Home" means a residence, structure, and attached garage on a Lot, but does not include decks and patios.

2. Provisions Regarding Construction.

- a. An architectural review of the proposed plans is required by the Board before construction is to begin and should be received before the plans are submitted to the building department. The Board will review the plans for the following and give approval in writing to proceed.

- b. The front exterior of the Structure (exterior facing the street) shall contain no less than 30% of the following material; stone, rock or brick. The remaining siding shall be either wood lap siding or stucco. Vinyl siding, T-111 type siding, metal siding is not permitted as a siding material.
- c. Roofs shall have a minimum pitch of 5/12 and shall be of an architectural grade composite or cedar shake. No three-tab composite, or standing seam metal roofs are allowed. (Except as accents)
- d. Colors and paint drawdown sample shall be supplied with the plans for approval.
- e. Fences shall be white vinyl and shall not be over 3' in height anywhere past the front of the house unless approved in writing by the board. Under no circumstance shall any fence be over 6 feet in height.
- f. Except as otherwise provided in this declaration, no Structure whether of a temporary or permanent nature, shall be erected or maintained on any Lot except one single family Home, constructed at the site, which shall include one attached enclosed garage (but no carport) and may included one or more attached enclosed uncovered and unenclosed decks and patios. Tents trailers, modular homes, manufactured homes and temporary living Structures are not permitted, except for construction trailers and other storage and office facilities may be maintained on a Lot for a reasonable time to facilitate construction of a permitted Structure on the Lot or on an adjacent lot. Play structures for children, storage structures, shelters and facilities for housing household pets, swimming pools, gazebos, fences, retaining walls, parking areas, driveways, walkways, mail and paper boxes and other structures, not prohibited in this declaration, may be erected and maintained on a lot with the prior written approval of the Board.
- g. Except to the extent required by federal or state law or regulations to be permitted, no antenna or dish for receiving or transmitting electromagnetic energy (such as but not limited to radio or television antennae and satellite dishes) may be installed on any lot or on or within any structure on any lot: provided however, that antennae and dishes for reception may be installed in a Home (including the attic or basement thereof) on a lot provided either that they are not visible from outside the Home, or they are less than eighteen inches in diameter and not visible from a street abutting the lot.
- h. A single story home shall not be less than 1600 square feet in floor area, and a multilevel home shall not be less than 2000 square feet in floor area, in either case exclusive of garages and porches.
- i. All driveways on a lot, and all sidewalks abutting a lot shall be concrete. Asphalt is not permitted for any driveway or walkway.
- j. The location or size of a Home on a lot may not be altered if alteration would move the Home closer to a Home on an adjacent lot, or closer to a side property line, at any point, without the prior written approval of the board.

- k. The owner of a lot shall be responsible for construction of the approach and for maintenance of any sidewalk abutting the lot and as required by the City of Kaysville, and for planting and maintenance of any trees or landscaping required by the City of Kaysville in the public right of way abutting the lot. By acceptance of a deed from the Declarant, the grantee in a deed from Declarant conveying title to a lot agrees with Declarant to install the approach for the lot and to plant any trees or landscaping required by the City of Kaysville in the public right of way abutting the lot, by earlier of expiration of one year from the date of the deed, and the date such work is required to be done by the City of Kaysville.
 - l. Construction of each Structure on a lot shall be commenced and completed within the times specified by the Board, for the Structure.
3. Provisions for Maintenance and Alteration.
- a. No tree shall be planted on any lot line. The centerline of each tree must be at least 10 feet from any non-curbside water main or sanitary or storm sewer main, at least five feet from water and sanitary and storm sewer laterals and at least 5 feet from curbside water mains
 - b. Neither the exterior dimensions nor exterior configurations of any home on any lot may be altered without the prior written approval of the Board.
 - c. Any renovations or replacement of exterior surfaces shall match the original construction and or colors unless approved in writing from the board.
 - d. The owners of each lot shall keep the exterior of every structure thereon, including the roof, siding, trim, gutters, downspouts, doors, windows and all decks, patios walkways, driveways, parking areas, mail and paper boxes, fences and walls, clean and maintained in first class condition and repair. Christmas lights on the exterior of a Structure or on a lot outside a home are permitted only between Thanksgiving and the following January 31st.
 - e. The Owners of each Lot shall keep those portions of a Lot which are not improved by a Structure, landscaped and maintained in a manner compatible with and complimentary to the improvements thereon, to the adjacent lots and open space and to the neighborhood, and shall keep all landscaping free of weeds and neat, properly pruned and well treated.
 - f. The "Open Space" shown on the plat shall not be used as a dumping place for grass, leaves, clippings, trash or rubbish of any kind. Except on pick-up day all garbage and recycling receptacles for a home on a lot shall be kept in the garage, or behind a fence or in an enclosed structure approved in writing by the Board, for such receptacles.
 - g. No sign of any kind shall be displayed on a lot in a manner which is visible outside the home thereon, except one sign with a surface area not exceeding 8 square feet on a side and advertising the property for

sale or rent, or a sign indicating a block home or security protection sign with the written approval of the Board. No sign of any nature maybe placed in the Open Space or in the public right of way without the prior written approval of the Board.

- h. The owners of lots 10, 11, 12, 13, and 14 shall attempt to conserve as many trees as on their respective lots as possible. Trees may be removed only as required for the construction of the house. Tree removal shall be done in accordance with the conditional use permit for the subdivision on file with the City of Kaysville.

4. Provisions for Use.

- a. No lot shall be used for any purpose except for residential purposed for one family. No temporary or permanent commercial or business enterprises, may be conducted on any Lot or on or in any Structure thereon; provided, however, that "garage" sales of the Owner's personal property held for personal or household use may be conducted on a Lot for not more than two days per sale; and provided further, that a home based business office use may be permitted with the prior written approval of the Board. This decision will be based on traffic generation and if the business will affect the property values of the neighborhood.
- b. No trailer, camper, motor home, boat, boat trailer, recreational vehicle, recreational equipment or other vehicle may be parked outside on any Lot, except: (i) the Board may approve storage or parking of a vehicle or such equipment outside on a lot if the exteriors are clean and well maintained and they are in good operating condition and repair, with screening and parking or storage location to be approved by the Board. (See section 5.f. below); (ii) recreational vehicles and equipment owned or rented by an Owner may be parked outside on the Owners Lot for not more than 48 hours prior to or after use, unless the Board directs otherwise; and (iii) a house guest of an Owner may temporarily park a motor home or on the Owners Lot with the prior written approval of the Board. No vehicle or equipment or other personal property may be permanently or temporarily stored or parked in the right of way shown on the Plat, except vehicle parking in the right of way for guest attending a party hosted by an Owner or Owner's tenant. Every Owner shall ensure compliance with these provisions by the Owners guest, invitees and tenants. Parking in the street is allowed per the City of Kaysville.
- c. No animals, livestock or poultry of any kind shall be raised, bred, kept on any Lot, except dogs, cats, and other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose, provided the Owners of the Lot where such animals are kept confine such animals to their Lot unless they accompany them and provided such Owners remove and properly disposed of any waste left

by such animals on any Lot (including the Owners Lot) or in the Open Space.

- d. No noxious or offensive activities shall be carried on upon any Lot, nor shall anything be done thereon, or in any Structure located thereon, which may become, an annoyance or nuisance to any neighbor or to the neighborhood.

5. General Provisions

- a. The City of Kaysville requires the following minimum covenants and declarations to be included in the Conditions, Covenants and Restrictions of a Cluster Subdivision. This paragraph and the following five requirements cannot be amended or modified except by the City of Kaysville. To assure maintenance of the common facilities, a Home Owners Association shall be created prior to the recording of the final plat. By proper covenants running with the land and through the declaration, and bylaws of said association, which declaration and bylaws shall be recorded in the office of the Davis County Recorder, it shall, among other things be provided that:
 - i. Membership in the association shall be mandatory for each lot purchaser, their guarantees, successors and assigns.
 - ii. The common facilities restrictions shall be permanent and not just for a period of years.
 - iii. The Association shall be responsible for maintaining liability insurance, paying general property taxes, and maintaining all common facilities.
 - iv. All lot owners pay their prorated share of the cost of upkeep, maintenance, and operation.
 - v. In the event the Homeowners Association does not maintain the common facilities and improvements as proposed and indicated at the time of subdivision, the City of Kaysville may, at its option, do or contract to have done the required maintenance, maintain general liability insurance, and pay general property taxes, and recover the cost incident thereto by means of a lien against the involved properties of the members of the Homeowners Association.
- b. Every owner shall be a member of the Association, during the period of ownership. Every Owner, jointly and severally, shall be personally liable for any annual or special assessment levied against the Lot or the Owner or Owners thereof and for any fines or charges imposed against the Owner or Owners thereof under this declaration.
- c. The Association has a lien on a Lot for any annual or special assessment levied against the Lot or the Owner or Owners thereof and for any fines or charges imposed against the Owner or Owners thereof under this declaration or the articles of incorporation or the bylaws of the Association or rules or regulations adopted pursuant thereto. The

lien shall be subordinate only to real property taxes, public assessments and the lien of a first mortgage, trust deed or contract vendor's interest of record at the time the Association's lien arose and given by the Owner to secure payment of the purchase price for the Lot. The provisions regarding the attachment, notice, recordation and duration of liens established on real property and provisions regarding the foreclosure of liens shall be carried out according to applicable law.

- d. Upon recording of this declaration Declarant shall convey fee simple title to the Open Space shown on the Plat, to the Association. The Association shall maintain the Open Space and all Structures and landscaping placed thereon by the Declarant, in good condition and repair.
- e. Each Owner shall comply with all applicable government statutes, ordinances, rules and regulations with respect to the alteration, maintenance and use of the Owner's Lot. No approval by the Board shall be treated as assurance to an Owner that the matter approved complies with applicable governmental statutes, ordinances, rules and regulations or is safe or free of defects, and no third party shall have a claim against the Board or the Association on account of any approval given or on account of any conditions or requirements imposed in connection with any approval.
- f. The provisions of this declaration run with the land and bind and benefit Paradise Cove #1 and each and every Lot and the Owners thereof, jointly and severally, whether or not such Owners are parties to this declaration. The provisions of this declaration shall continue and remain in full force and effect until extinguished or modified (except as stated in 5,a, I-V) as provided herein. The provisions of this declaration may be amended, supplemented or extinguished (Except as stated in 5,a, I-V) in part in any manner and at any time by an instrument executed in behalf of the Association and approved in writing by Owners holding a majority of the then voting power of the membership of the Association; provided, however, that so long as Declarant is an Owner of a Lot: (a) the provisions of this declaration may not be amended, supplemented, or extinguished in whole or in part in any way without Declarant's written consent; and (b) the Declarant shall have the right to appoint a majority of the members of the Board. Any such instrument shall be recorded promptly by the Association in the deed records of Davis County, Utah.
- g. The provisions of this declaration may be enforced by any Owner and may also be enforced by the Association. The Board may by resolution from time to time fix monetary or other penalties for noncompliance with the provisions of the declaration, and after notice and opportunity for hearing may levy and collect or enforce such penalties against the Owner or Owners involved. The Association, and any Owner aggrieved by noncompliance with the provisions of this

declaration, shall be entitled to recover actual damages suffered or incurred and to injunctive relief.

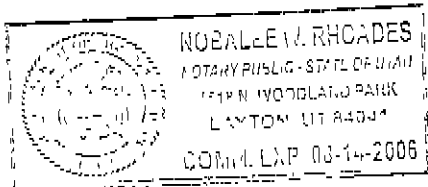
- h. Wherever in this declaration the approval of the Board is required, that approval shall not be effective unless it is in writing. In granting or denying such approval the Board must consider among other factors the Board deems relevant, the materials proposed; the effect of the improvement, alteration or activity proposed; the appearance of the improvement or alteration or activity proposed on neighbors and on the neighborhood; and the compatibility with other Structures in Paradise Cove #1 or on adjacent property and with existing or possible future used of other Lots, and the Open Space in Paradise Cove #1. Approval shall be at all times within the sole discretion of the Board so long as there is some reasonable basis for the Board's decision, and if approval is granted the Board may impose whatever conditions, limitations or requirements the Board determines are appropriate to further the objectives of this declaration. The Board may require the Owner requesting approval to consult with the Owners of other Lots that the Board feels may be affected, and report the results to the Board, before considering the request.
- i. If any provision of this declaration (except the provision in Section 5b regarding method of amendment, supplementation or extinguishments of the provisions of this declaration) is held to be unenforceable the remaining provisions of this declaration shall remain enforceable in accordance with their terms.
- j. In the event of any suit or action for a declaration of rights under or to enforce any provision of this declaration, the party to such suit or action who does not prevail shall pay the prevailing party's reasonable attorneys' fees incurred in connection with proceedings in trial court and on any appeal or review by a higher court, together with the prevailing parties other reasonable out-of-pocket expenditures.

Dated as of the Effective Date.

Declarant: Paradise Cove # 1 LLC by Raymond J. Nettleton member

STATE OF UTAH)
)
 COUNTY OF DAVIS)

The foregoing instrument was acknowledged before me this 29 day of August 2003, by Raymond J. Nettleton members of the Paradise Cove #1 LLC.



Noelle W. Rhoades
 NOTARY PUBLIC FOR UTAH
 My commission Expires 8-14-06