



\*W1961111\*

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF  
REMUDA SUBDIVISION and GOLF COURSE - Phase 6

THIS DECLARATION is made and executed this 19 th day of July, 2003, by JAMES ALAND.  
(hereinafter referred to as "Developer").

4 19-190-0001 to 0024 RECITALS: 19-189-0001 TO 0021

DEVELOPER is the record Owner of that certain tract of Property more particularly described as REMUDA SUBDIVISION and GOLF COURSE - PHASE 6. Developer desires to create on said property a forty five lot Subdivision. To this end and for the benefit of the Property and of the Owners thereof, Developer desires to subject the Property of this Declaration to the covenants, restrictions, easements, charges and liens hereinafter set forth. The developer may subject additional real property from time to time to the conditions herein.

NOW, THEREFORE, for the foregoing purposes, Developer and Owner declare that the property of this Declaration is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

I. GENERAL PURPOSES

The platted portion of the real property described in Phase Six is subject to the conditions, restriction, reservations, easements, liens and/or charges hereby declared to ensure the best use and the most appropriate development and improvements of each platted lot thereof; to protect the owners of lots against such improper use of surrounding lots as will depreciate the value of their property; to provide for the preservation of the open areas especially the natural landscape, and streams; and the fences, ditches, irrigation rights, and golf course and other structures of common good and enjoyment; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to ensure the highest and best development policies of Farr West City. To encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on the lots; to secure and maintain proper setbacks from roads, and adequate free spaces between structures; and in general provide adequately for a high type and quality of improvements in said property, and thereby to enhance the values of investments made by purchasers of lots therein.

II. GENERAL USE RESTRICTIONS

1. The right of FARR WEST CITY and any other governmental or quasi-governmental body having jurisdiction over ANY EASEMENT on the property reserved for them to access and rights of ingress and egress over and across any street, parking area, walkway, or easement area contained within the property for purposes of providing police and fire protection, and providing other governmental or municipal service including storm and land drains, sanitary sewer and the enforcement of these provisions.

2. Use of Lots and Living Units. All lots are intended to be improved with Living Units and are restricted to such use. All construction shall be accompanied with the proper permits issued and required by Farr West City. Each Living Unit shall be used only as a single-family residence. No lot or Living Unit shall be used, occupied, or altered in violation of law, so as to do any of the following: 1) jeopardize the support of any other Living Unit, 2) create a nuisance, or 3) interfere with the rights of any Owner, 4) to increase use beyond one (1) single family unit per lot.

3. Dwelling Cost, Quality and Size. No dwelling shall be constructed on any lot at a cost less than \$90,000 exclusive of lot. Said construction cost is based on cost of levels prevailing at the date this Declaration is recorded and is to be adjusted annually to reflect the equivalent of \$90,000 as of the date of this instrument, it being the intention and purpose of this covenant to assure that all dwellings shall be of 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 cost stated herein for the minimum permitted dwelling size. The front elevation shall be either brick, rock, or stucco, or a combination thereof. No Vinyl or metal siding shall be allowed on the front of any dwelling. All dwellings shall be constructed of new materials and assembled entirely on site. No manufactured or pre-assembled structures shall be allowed.

E: 1961111 BK2413 PG1926  
DOUG CROFTS, WEBER COUNTY RECORDER  
30-JUL-03 1215 PM FEE \$67.00 DEP TOT  
REC FOR: MOUNTAIN.VIEW.TITLE

The ground floor area of the main structure, exclusive of one story open porches and garages, shall not be less than 1,100 square feet on the main floor for a one story dwelling. No less than 900 square feet on the main floor for a dwelling of more than one story, and a total of 1350 square feet shall be completed. All dwellings shall have a double garage required.

4. Easements. Easements for installation 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 or flow of drainage channels on the easements, or which may obstruct or retard the flow of water through 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 or utility company is responsible. No large trees may be planted in the easement of lots 320 and 321 and lots 340 thru 350.

5. Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon the property within Remuda Subdivision and Golf Course and no odors shall be permitted to arise therefrom so as to render any such property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to the occupants of any property. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes) shall be located, used or placed on any such property.

6. Animals. Animals of various kinds shall be allowed. Dogs, cats, or other household pets may be kept. Such animals as are kept shall be controlled by owner on his own lot. Cattle and horses are not permitted on any lot. The keeping of any animal shall be in compliance with Farr West City ordinances.

7. Additional buildings. It is understood that storage sheds, and other types of rural buildings, except outhouses, may be constructed on the property so long as they are approved by the Architectural Control Committee and constitute a harmonious development of properties. No shack, garage, barn or other out-building shall at any time be used for human habitation, temporarily or permanently, nor shall any structure of a temporary character be used for residence. No old or secondhand structures shall be moved onto any of said lots, it being the intention hereof that all dwellings and other buildings be erected on said lots, or within said subdivision, shall be new construction of good quality, workmanship and materials.

8. Unsightly Articles. No unsightly articles shall be permitted to remain so as to be visible from adjoining property. No compost piles and grass, shrub, or tree clippings or plant waste, metals, bulk materials, scrap, refuse, or trash shall be kept, stored, or allowed to accumulate on any property except within an enclosed structure or appropriately screened from view.

9. Signs. No sign of any kind shall be displayed to the public view without the approval of the Architectural Committee, except such signs as may be used by Developer in connection with the development of Remuda Subdivision and Golf Course and the sale of residences and lots, and except such signs of customary and reasonable dimensions as set forth by the Committee as may be displayed on or from a residence advertising the residence for sale or lease. Any for sale or for lease signs not more than three (3) feet by two (2) feet, shall not require Committee approval. A residential identification sign is permitted but should not exceed two (2) square feet in surface area.

10. Parking. No vehicles of any kind, including but not limited to, automobiles, trucks, buses, tractor trailers, camping vehicles, boats, boat trailers, snowmobiles, mobile homes, two and three wheeled motor vehicles, or other wheeled vehicles shall be permitted to be parked on any street within Remuda Subdivision and Golf Course between the hours of 2 o'clock a.m. and 6 o'clock a.m. of any morning. No motorized vehicle shall be allowed to park in the front or side yard of any lot except on a driveway or a parking pad composed of concrete or asphalt.

11. No Hazardous Activities. No activities shall be conducted on any property and no improvements constructed on any property which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any property and no open fires nor incinerators shall be lighted or permitted on any property except in a contained barbecue unit while attended and in use for cooking purposes or within a safe and well-designed interior fireplace. No garbage dump sites or pollutants of any kind shall be allowed.

12. Exemption of Developer. Nothing in the Remuda Subdivision and Golf Course Restrictions shall limit the right of Developer to complete excavation, grading, and construction of improvements to any property within the subdivision or to alter the foregoing or to construct such additional improvements as Developer deems advisable in the course of development of the same such as a model home or real estate sales or leasing office. The rights of Developer hereunder and elsewhere in the Restrictions may be assigned by Developer.

13. Rooftop Antennas. No television, ham radio, citizens band or radio antenna or other similar electronic receiving or sending device shall be permitted to interfere with the peace and quiet enjoyment of any neighboring lot Owner's premises or home entertainment facilities or equipment.

### III. ARCHITECTURAL CONTROL

1. Architectural Control Committee. The Board of the architectural control committee shall be James Aland and Zachary Aland, the function of which shall be to insure that all improvements and landscaping within the property harmonize with existing surroundings and structures.

2. Standard. In deciding whether to approve or disapprove plans and specifications submitted to it, the Committee shall use its best judgment to insure that all improvements, construction, landscaping and alterations on lots within the property conform to and harmonize with existing surroundings and structures.

3. Land Use and Building Type. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted on any lot other than one detached single family dwelling not to exceed two stories in height and a private garage for not more than four (4) cars. Attached carports are prohibited. "Family" is defined to mean persons related by blood, or marriage, by legal adoption, or by operation of law.

4. Approval Procedure. All plans including site plans and specifications for building upon a lot by an Owner and/or builder must be submitted to the Architectural Control Committee for approval prior to commencing construction. Such approval is conditioned upon compliance with the following procedure:

a. A cross section of the proposed wall of the home indicating type of support, insulation, and exterior finish.

b. One complete set of all exterior colors in the form of samples or color chips, with detailed information as to the location of the color, including brick, siding, trim, roofing material, etc.

c. The Owner/builder submitting a set of landscape plans for front yard (as defined herein). If the owner intends to depart from a "standard" landscape plan of grass, shrubs, and trees, then a complete landscape plan shall be submitted to the Committee for approval.

Any subsequent changes, improvements, or alterations, in such plans must be submitted to the Committee for written approval. Any approval or disapproval must be made in writing within thirty (30) days after submission. In the event the Committee fails to take any action within such period, it shall be deemed to have approved the material submitted.

5. Construction. It is understood that a Lot Owner is not required to build any structure on his lot. However, once begun, any improvements, construction, landscaping, or alterations approved by the Committee shall be diligently prosecuted to completion. The building time shall not exceed twelve (12) months from start to finish. All debris, excavation dirt, etc., associated with the building process shall be removed within these specified building times. Excavation dirt shall either be removed entirely or shall be spread out and reseeded within this specified time so as to return the lot to a pleasing appearance. It is the responsibility of the lot owner to control weeds at all times, both before and after construction of dwelling.

6. No liability for Damages. The Committee shall not be held liable for damages by reason of any action, inaction, approval, or disapproval by it with respect to any request made pursuant to this Article.

7. Failure of the Committee to Insist on Strict Performance—No Waiver. The failure of the Committee to insist in any one or more instances, upon the strict performance of any of the terms, conditions, or restrictions of the Covenants contained herein, or to exercise any right or option herein contained, or to serve any notice of or to institute any action, shall not be construed as a waiver or relinquishment for the future, and such term, covenant, and condition, or restriction shall remain in full force and effect, and no waiver by the Committee of any provisions hereof shall be deemed to have been made unless expressed in writing and signed by the Committee.

#### IV. BUILDING RESTRICTIONS

1. Building Location. The following minimum yard requirements shall apply to all Living Units in Remuda Subdivision and Golf Course - Phase 6.

a. Front Yard. No building shall be located on any lot nearer than Thirty (30) feet to the front lot line.

b. Side Yard. Each lot shall have a side yard of at least ten (10) feet on each side.

c. Rear Yard. Each lot shall have a rear yard of not less than Thirty (30) feet.

d. Corner lot. Each lot shall have thirty (30) feet front and rear setback; and shall have twenty (30) feet side yard setback on the street side, and ten (10) feet on the remaining side.

e. Building Height. No lot or parcel of land in the development shall have a building or structure used for dwelling or public assembly which exceeds a height of two (2) stories. Chimneys, flagpoles, church towers and similar structures not used for human occupancy are excluded in determining height.

f. Accessory Buildings. An accessory building shall not be built on a front yard, or closer than ten (10) feet to a side lot property line or closer than ten (10) feet to a rear property line, or upon any easement. All accessory buildings must be approved by the Architectural Control Committee prior to construction.

g. Fences. No all-wood fences shall be allowed. All fences within one hundred (100) feet of the front property line of all lots shall be white vinyl of similar design and quality as the attached specifications and descriptions that are hereby made a part of these restrictive covenants.

#### V. MISCELLANEOUS

1. Developer's Right Assignable. The rights of Developer under this Declaration or in any way relating to the Property may be assigned.

2. Interpretation. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both other genders. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity of or enforceability of the remainder thereof. This Declaration shall be liberally construed to effect all of its purposes.

3. Covenants to Run with Land. This Declaration and all of the provisions hereof shall constitute covenants to run with the land or equitable servitudes, as the case may be, and shall be binding upon and shall insure to the benefit of developer, all parties who hereafter acquire any interest in a lot and their respective grantees, transferees, heirs, devisees, personal representatives, successors and assigns until December 31, 2023, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by the vote of seventy-five percent (75%) of the then Owners of the plotted lots these covenants are terminated.

4. Remedies. If the parties hereto or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants, servitudes, obligations, restrictions, easements, charges, or liens contained herein, it shall be lawful for any other person or persons owning any lot situated in Remuda Subdivision and Golf Course - Phase 6 to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of the covenants, servitudes, obligations, restrictions, easements, charges, or liens, and either to prevent him or them from so doing or to recover damages, attorney's fees, costs of Court or other dues for such violation.

5. Effective Date. This Declaration and any amendment hereof shall take effect upon its being filed for record in the office of the County Recorder of Weber County, Utah.

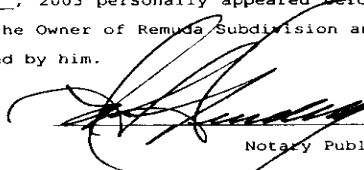
THIS DECLARATION dated and signed the 19 th day of July, 2003

James Aland

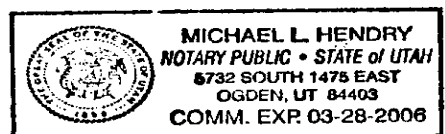
BY:   
James Aland

STATE OF UTAH  
COUNTY OF UTAH

On the 19 day of July, 2003 personally appeared before me James ALAND who being duly sworn did say that the said JAMES ALAND is the Owner of Remuda Subdivision and Golf Course - Phase 6, and that the within and foregoing instrument was signed by him.

  
Notary Public

Residing at \_\_\_\_\_  
My Commission Expires \_\_\_\_\_



## Material Specifications

Rigid PVC Homopolymer compound. Modified for cold weather impact retention. High level of Titanium Dioxide pigment throughout the entire extrusion for long term ultraviolet light resistance.

Cell Classification - ASTM D-4216 1-43332-32-0000

Cell Classification - ASTM D-1784 14344B

### Typical values:

ASTM D256 Izod Impact (Ft. lbs./inch notch)  
23°C-5.0 0°C-2.0

ASTM D638 Tensile Strength 6,500 psi

ASTM D638 Tensile Modulus 545,000 psi\*

ASTM D648 Deflection Temp. 71°C

ASTM D4226 Drop Dart Procedure A 2.51 (in.-lb/mil)

ASTM D4226 Drop Dart Procedure B 4.50 (in.-lb/mil)

ASTM D695 Compressive (Yield) Strength 8,780 psi

ASTM D696 Thermal Expansion  $4.4 \times 10^{-4}$  in./in./°F

ASTM D732 Shear Strength 6,780 psi

ASTM D790 Flexural Strength 11,400 psi

\* Tensile Modulus should be used for design purposes with caution. Values listed are representative for short term loading (such as livestock pushing on fence). The long term creep characteristics under continuous loading are unknown.

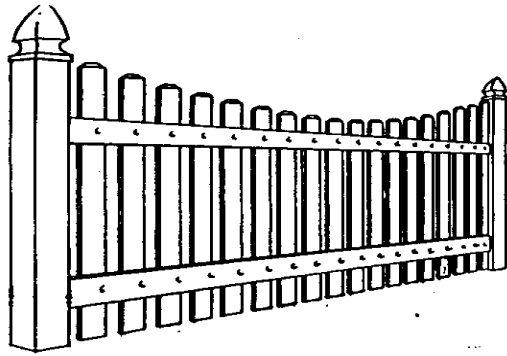
## Standard Specifications

For Rail Fence (Conforms to ASTM F964)

Item	TxW	Length
Fence Rails	1 1/2" x 5 1/2"	16'
	2" x 6"	
	2 7/8" round	
Fence Posts	5" x 5"	6', 7', 8'
	5" O.D. round	
Fence Post Cap (Deep flange cap or internal flange cap.)	5" x 5"	
	5" O.D. round	
Fence Post Bracket	1 1/2" x 5 1/2"	
	2" x 6"	

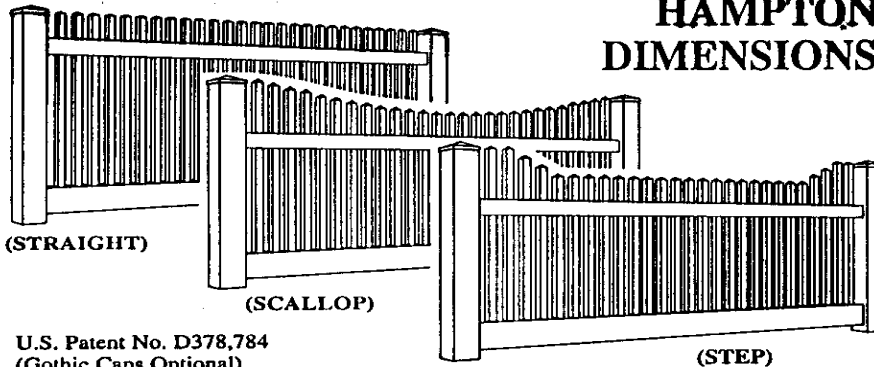
These standard measurements apply to both 1-1/2" x 5-1/2" rails and 2" x 6" rails.

- On all Country Estate rail fencing, the top rail is mounted 2" from the top of the post.
- On two-rail and three-rail fencing, there is 11 inches between rails.
- On four-rail fencing, there is 9 inches between the rails.



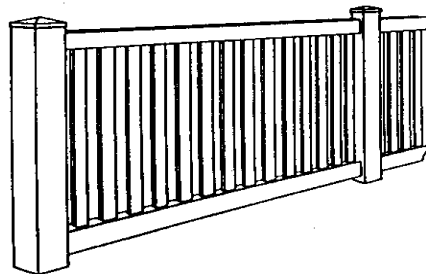
## SPRINGFIELD DIMENSIONS

Standard Height Options: 48", 60", or 72"



## HAMPTON DIMENSIONS

U.S. Patent No. D378,784  
(Gothic Caps Optional)



## MALIBU DIMENSIONS

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Standard Height Options: 36", 42", or 48"

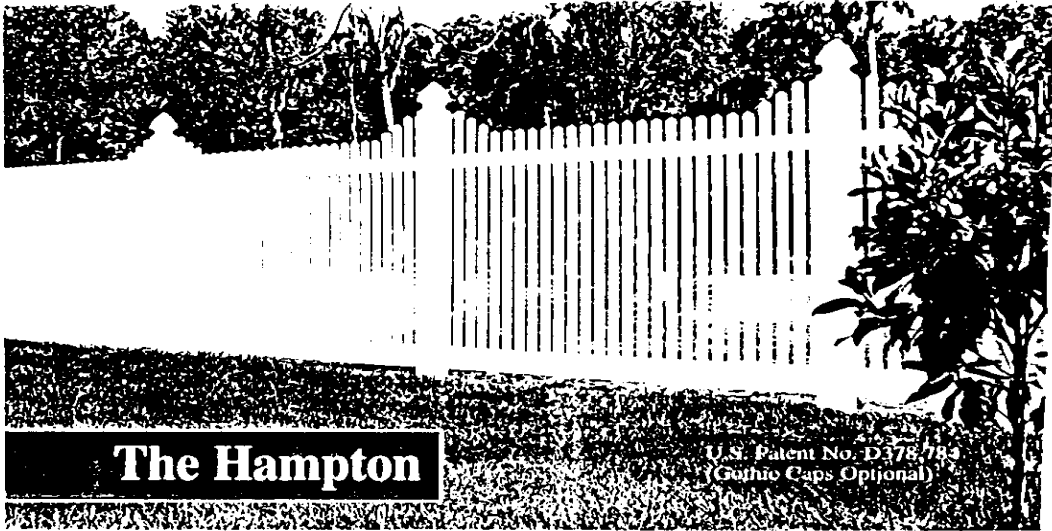
Post Spacing Options: 4' or 6' center-to-center  
(Notice - Posts must be exactly centered to allow for expansion.)

Post Dimensions: 36" High Fence = 3 1/2" x 3 1/2" x 60"  
42" High Fence = 3 1/2" x 3 1/2" x 66"  
48" High Fence = 3 1/2" x 3 1/2" x 72"

Standard Post Depth: 36" High Fence = 22" Post Depth  
(Local conditions may require additional depth.)  
42" High Fence = 22" Post Depth  
48" High Fence = 22" Post Depth

Horizontal Dimensions: 3 1/2" Wide x 1 3/4" Thick

Pickets (Verticals)  
4' Post Spacing 1 15/16" Between Pickets  
6' Post Spacing 1 15/16" Between Pickets  
Dimensions 2" Wide x 1" Thick



Country Estate 3-Rail Fence

E# 1961111 BK2413 PG1933



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