

8 Pgs
24⁰⁰
Ford Canyon Est 4
thru 422
401
+ 21⁰⁰ = 45⁰⁰
02-205 - 0401 thru 0422

2065844
BK 3766 PG 424

RETURNED

APR 13 2005

E 2065844 B 3766 P 424-431
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
04/13/2005 09:57 AM
FEE \$45.00 Pgs: 8
DEP RTT REC'D FOR CENTERVILLE CITY

Declaration of Covenants, Conditions and Restrictions of

Ford Canyon Estates Subdivision

\ Phase 4

This declaration is made this 18 day of March, 2005 by the members of Smoot Development, L.C. Hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of certain property (herein the "Lots") in Centerville City, Davis County, State of Utah, more particularly described as follows:
Lots 401 thru 422 of Ford Canyon Estates subdivision, according to the official plat thereof filed with the Davis County recorder in ^{Phase 4} Davis County, Utah.

WHEREAS, Declarant is desirous of protecting the above described property by PROTECTIVE COVENANTS: NOW THEREFORE it is the desire of said owner and intent therefore that said property shall be conveyed hereafter subject to the PROTECTIVE COVENANTS set forth below in order to enhance a more uniform development of the Lots therein, maintained to the extent of the natural environment in which they are located, and to maintain the value thereof.

NOW, THEREFORE, Declarant hereby declares, for the purpose of protecting the value and desirability of the Lots that all of the Lots shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which shall run with the Lots, and be binding on all parties having any right, title and interest in the Lots or any part thereof, their heirs, successors and assigns, and shall insure to the benefit of each Owner thereof.

**ARTICLE I
ARCHITECTURAL CONTROL COMMITTEE**

Membership: The initial Architectural Control Committee shall be composed of three members of Smoot Development, L.C. The Architectural Control Committee shall be elected by majority vote among all members of Smoot Development, L.C. 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 of the committee shall have full authority to select a successor. Neither members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to these covenants.

Term: The initial committee shall remain in existence until such time that all of the Lots in said subdivision are built upon. Upon completion of said construction a successor Architectural Control Committee, comprised of at least three (3) members, shall be elected by a majority of the owners fo Lots subject to this declaration. The successor Architectural Control Committee shall have the same powers and authority of the initial Architectural Control Committee, and the members thereof shall serve for such term or terms as said majority may determine. Members elected, after completion of said subdivision, must be a resident of said subdivision.

Function: The functions of said Committee shall be to pass upon, approve, or reject any plans or specifications for structures to be erected on Lots in said track, in order that all structures shall conform to the restrictions and general plans of the DECLARANT for the improvement and development of the whole track. Nothing in this paragraph shall be construed as authorizing or empowering the Architectural Control Committee to change or waive any restriction(s) set forth in declaration, except as herein specifically provided. The Committee may act by any two (2), of it's members. Any authorization, approval, or power made by said committee shall be in writing and signed by at least two (2) members. In the event the Committee or its designated representative fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.

ARTICLE II RESIDENTIAL AREA COVENANTS

Section 1. Quality

- A. No Lot shall be used except for construction and occupancy of one single family dwelling. No gainful occupation, profession, trade or other nonresidential use shall be conducted on any property without full compliance with Centerville City Ordinances, which govern conditional use permits.
- B. Each dwelling must have an attached garage, for a minimum of two (2) cars and not more than four (4) cars.
- C. No building shall exceed 2 ½ stories in height above main level without prior written consent of the Architectural Control Committee.
- D. Roof pitch will be no less than 5/12.

- E. Both the exterior building design and the exterior building material of all dwellings shall be of sufficient quality, durability, and resistance to the elements to satisfy the purpose for this ordinance and the Uniform Building Code.
- F. All structures constructed within the subdivision shall be of good quality, workmanship, and materials. Eighty (80%) percent of all exterior construction shall be of new brick, stone or stucco with a minimum of the greater of 25% or four feet high Wainscot brick or stone on all four sides.
- G. All construction is to be comprised of new materials, except that used brick may be used with the prior written consent of the Architectural Control Committee.
- H. Only those exterior materials which will blend harmoniously with the natural environment, with special emphasis on earth toned colors, shall be permitted.
- I. No Modular, or Log homes will be allowed on any lot.
- J. The construction shall begin Ninety (90) days from the date the Lot was purchased from the Declarant and shall not exceed twelve (12) months from start to finish, except for such delays caused by an act of God, strikes, actual inability of the owner to procure delivery of necessary materials or by interference by other persons or forces beyond the control of the owner to prevent. Financial ability of the owner or his contractor to secure labor or materials or discharge liens or attachments shall not be deemed a cause beyond his control.
- K. All building debris, excavation, dirt, etc. associated with the building process shall be removed within the 12 month construction period. Such debris, excavation dirt, etc., shall not be permitted on any of the streets or sidewalks.
- L. All setbacks, side yards, and rear yards, shall be in conformance with Centerville City Ordinance in effect at the time of construction of any building on any lot.

Section 2. Dwelling Size

Minimum size dwelling

1. For a single story dwelling 2,000 square feet (not including garage area)
2. For a 2-story dwelling 2,600 total square feet, in the aggregate, for the upper main living areas (not including the garage area) Main level must be 1,400 square feet or more.
3. No Split-Entry or Multi-Level dwellings will be permitted.
4. All construction must meet Centerville City requirements.

Section 3. Plan Submittal

No building, fence, wall or other structure shall be commenced, erected or maintained upon the project, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to the harmony of external design and location in relations to surrounding structures and topography by the Architectural Control Committee. All structures must also meet Centerville City Ordinances. Out buildings must be of permanent nature; i.e. footings, foundations, and asphalt shingle roof.

Section 4. Construction Cleaning and Design Review Deposit

Concurrent with submittal of the proposed home plans for each Lot, each Owner shall be required to pay a Construction Cleaning and Design Review Deposit in the amount of Two Hundred Dollars (\$200.00) to the Committee before any home plans shall be reviewed or approved by the Committee. The Deposit will be held and used by the Committee as set forth in this Section, upon completion of the construction of improvements upon the Owners's lot, the Owner shall be entitled to a refund of One Hundred Dollars (\$100.00), provided that the Lots and public improvements adjacent to the Owner's Lot are free of construction debris and damage and no refund shall be made until the Owner has so complied. In the event such Owner shall not comply, then the Committee shall be entitled to use said funds in payment of costs and expenses incurred to do so. The balance of the deposit shall be retained by the Committee to pay costs and expenses incurred in reviewing plans, including payment to consultants, architects, planners or members of the Committee.

Section 5. Fencing

Fencing of any kind will not be allowed in the front yard. Set backs for fencing will meet Centerville City requirements for front property lines, which are the same set backs as required for the residence. All Fencing shall be constructed of block, concrete, aluminum, or vinyl material. Wood fencing will be allowed on any Lot with prior written approval from the Architectural Control Committee. All fencing must be approved in writing by Architectural Control Committee prior to installation.

Section 6. Mail Boxes

Placement of Mailboxes will be arranged and assigned by the U.S. Postal Service. If the U. S. Postal Service allows individual mail boxes, the post may be comprised of brick, or masonry that matches the house, iron or steel. No wood posts will be allowed. All mailboxes must meet requirements of and be approved by the Postal Service. In addition, all mailboxes and post that are not brick must be black in color and kept in a well maintained condition.

Section 7. Pets

Animals such as dogs, cats, and rabbits may be kept as pets, but not to exceed two in number, provided that they are not kept, bred or maintained for any commercial purposes, except puppies and kittens until weaned. Noisy pets such as barking dogs, which are bothersome to a plurality of neighbors, must be removed.

Section 8. Vehicles, Boats, Snowmobiles, etc.

No vehicle, boat, snowmobile, etc. of any type which is abandoned or inoperable shall be stored or kept on any lot within this subdivision in such a manner as to be seen from any other lot for from any street. Trailers, boats, snowmobiles, motor homes, recreational vehicles and the like shall not be stored on driveways, unless behind the front line of the house.

Section 9. City Ordinances

All improvements on all lots shall be made, constructed and maintained, and all activities on a Lot shall be undertaken in conformity with all the laws and ordinances of the City of Centerville, Davis County, in the State of Utah which may apply, including without limiting the generality of the forgoing, all zoning and land use ordinances.

Section 10. Sight Distance at Intersections

No fence, wall, hedge, or shrub planting which obstructs sight lines at an elevation between two (2) and six (6) feet above the roadways, shall be permitted to remain on any corner lot within the triangular area formed by the street property line and a line connecting them at points twenty-five (25) feet from the intersection of the street property lines extended. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 11. Easements

Easements for all installations and maintenance of utilities, drainage facilities, etc., are reserved as shown on the recorded plat. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, etc., or which may obstruct or retard the flow of water through drainage channels in the easements.

Section 12. Obstructive Materials

Air conditioners, coolers, pool filters, firewood storage, building ground or repair material, storage, lawn and yard tools, equipment and other temporary or permanent equipment must be screened or completely stored and substantially invisible from the streets and other homes. Screening shall be constructed of the same material as the adjacent building or wall. No visible ham radio towers will be allowed. TV dishes will be allowed. The location of the TV dishes must be approved by the Committee.

Section 13. Nuisances

No obnoxious 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.

Section 14. Temporary Structures

Except for the initial purpose of the sale of the Lots, no structures of a temporary character, trailer, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

Section 15. Garbage and Refuse Disposal

No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers.

Section 16. Landscaping

All front, back and side yards must be landscaped within 12 months after the dwelling is occupied. All park strips must be planted in grass. Each owner shall be responsible for maintenance of the park strips fronting each owner's lot.

**ARTICLE III
GENERAL PROVISIONS**

Section 1. Enforcement

Enforcement shall be effected by proceedings at law or in equity against any persons violating or attempting to violate any covenant, either by restraining the violation or recovery of damages. Either the Architectural Control Committee or any property owner affected by any violation of these covenants is here by authorized and empowered to bring such action. Failure by an Owner to enforce any covenant or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability

Invalidation of any of these covenants or restrictions by judgement or court order shall in no wise affect any other provisions, which shall remain in full force and effect.

Section 3. Responsibility

The lot owner is responsible for the succeeding owner being notified as to the covenants of these restrictions.

Section 4. Amendment

The Covenants and restrictions of the Declarant shall run with and bind the land, for a term of forty (40) years from the date this declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended or terminated by a vote of at least (75%) seventy-five percent of the total votes of all Owners, which vote shall be taken at a duty called meeting. Any amendment approved shall be reduced to writing, signed and recorded against the Lots.

IN WITNESS WHEREOF, the undersigned, being the officers and Declarant herein, has hereunto set its hand this 18th day of MARCH, 2005.

DECLARANT:

Stanley M. Smoot
Name

Managing Member
Title

3/18/05
Date

STATE OF UTAH
COUNTY OF DAVIS

On the 18 day of March, 2005 personally appeared before me, Stanley M. Smoot, the signer of the above instrument, who duly acknowledge to me that they executed the same.

My Commission Expires: 26 Apr 05
Residing at: West Bountiful, Utah

Wallace J. Greenfield
Notary Public

