



"W2118386"

**DECLARATION OF PROTECTIVE COVENANTS FOR  
SPENCER FARMS SUBDIVISION**

The owners of the following described real property, to wit:

All of the lots, Spencer Farms Subdivision in Marriott-Slaterville, a subdivision in Weber County, State of Utah, (hereinafter "the Subdivision"), established pursuant to a plat recorded <sup>JULY</sup> 27 2005 as Entry Number 2118220, in Book \_\_\_\_\_ at Page \_\_\_\_\_ of the records of Weber County, Utah, makes the following declaration as to limitations, restrictions, agreements and covenants to run with the above described land and be binding on all present and future owners thereof, for their mutual benefit and protection.

1. Marriott-Slaterville Zoning and Subdivision Ordinances. The lawfully enacted zoning regulations of the City, and any building, fire, and health codes are in full force and effect in the Subdivision, and no Lot may be occupied in a manner that is in violation of any other statute, law, or ordinance. The City is not required to perform any responsibility delineated in this Declaration that has not been specifically identified as a City requirement. The City may compel the Owners to comply with any governmental regulation or issue of public safety.

2. No Mining Uses. The property within the Subdivision shall be used for residential purposes only, and no mining, drilling, prospecting, mineral exploration or quarrying activity will be permitted at any time.

3. Business or Commercial Uses. Owners shall only conduct those activities permitted by all City zoning.

4. Erosion Control. Each owner in Spencer Farms Subdivision shall be responsible to insure that no erosion or water drainage shall take place from their Lot which may adversely affect neighboring properties and/or roads.

5. Drainage. No Owner shall alter the direction of natural drainage from their Lot, nor shall any Owner permit accelerated storm run-off to leave their Lot without first using reasonable means to dissipate the flow. Each Owner shall slope their lot ensuring the flow of drainage to the rear of the lot.

6. Deferral Agreement: Each Owner acknowledges that a Deferral Agreement has been recorded within the records of Weber County against each lot. Said agreement defers the installation of sidewalks, storm drainage pipe and curb and gutter. The Marriott-Slaterville City Engineer holds the right to file a "Request for Improvements" which shall request that the deferred improvements be completed at each lot owner's expense.

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15-405-0001 to 0020

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7. Repairs: Once a lot is purchased each Owner acknowledges that they are responsible for any damage or repairs to the sidewalks and all other concrete improvements.

8. Architectural Control Committee. No structure shall be erected, placed or altered on any lot in the Subdivision until the construction plans and specifications and a plot plan showing the location of the structure have been approved in writing by the Architectural Control Committee (hereinafter "the Committee"), as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. The Committee shall initially consist of G. Norman George and Chersty Titensor. Committee may designate a representative to act for them. All decisions of the Committee shall be made by majority vote, including the removal or appointment of Committee Members. Members of the Committee shall not be entitled to compensation for their services.

Notwithstanding the foregoing provisions, the Committee members shall have no affirmative obligation to be certain that all construction in the Subdivision complies with the restrictions contained herein and no Committee member shall have any liability or responsibility for any decision or lack thereof, in carrying out the duties of a Committee member. The sole responsibility for compliance with the provision of this Declaration shall rest with the lot owners in the Subdivision.

9. Residential Lots. All lots in the Subdivision shall be known and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any lot which is not a single family dwelling not to exceed two stories in height with no less than a two-car garage. The Committee must approve any other outbuildings in advance. Basements will not be allowed. Each Owner shall be responsible for the depth of foundations and shall hold harmless the City, City Engineer, Developer and Developer's Engineer in the event of water damage. Carports are prohibited.

10. Antennas. All antennas must be enclosed or not higher than 36 inches above top of roof top. Any satellite dishes may be no larger than 36 inches in diameter and located in a manner so that they are not highly visible from any adjoining Lot or the road fronting the Lot.

11. Solar Panels. Solar panels must lie flat against the roof and may not differ in pitch or color from the roof surface on which they are mounted.

12. Balconies and Decks. The area under any deck shall not be used for storage of equipment, firewood, building material, or similar material unless the area under the deck is enclosed.

13. Dwelling Quality and Size. All dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be provided on the date this Declaration is recorded.

All dwellings shall have a minimum of an attached two-car garage. All rambler-style homes shall have no less than 1,600 square feet, exclusive of open porches and garages. All ranch style homes shall have 1,800 square feet, exclusive of open porches and garages. All two-story dwelling shall have a minimum of 2,100 square feet above ground exclusive of open porches and garages. All multi-levels shall have a minimum of 1,650 square feet above ground, exclusive of open porches and garages.

14. Construction Methods and Materials. The exterior front of any structure erected in the Subdivision shall have at least 50 percent of its area covered with brick or stone. No siding materials allowed. All other sides of building except back shall have at least the four feet above the foundation covered with brick, or stone. The Committee must approve other exterior materials. All buildings shall have a roof of at least a 4 x 12 pitch. All shingles shall be architectural asphalt shingles, bar tile or wood shake shingles.

15. Landscaping. Within six (6) months following issuance to Owner of an occupancy permit, but in no event later than the summer immediately following the completion of Owner's home, each Owner is required to landscape his Lot.

16. Kennels and Dog Runs. No kennel or dog run may be placed except as allowed by zoning and the kennel shall be completely screened from the view of all adjoining Lots.

17. No Re-Subdivision. No Lot may be re-subdivided without the consent of the City. No re-subdivision of any Lot may result in the construction of any additional Dwelling Units within the Subdivision.

18. Completion Required Before Occupancy. No Dwelling may be occupied prior to its completion and the issuance of a certificate of occupancy by the City.

19. Entry Gates and Access. Individual entry gates to Lots will not be allowed. Only one driveway/access to per lot.

20. Temporary Structures Prohibited. No structure of temporary nature, such as a trailer, basement, tent, shack, garage or other outbuilding shall be used on any lot at any time as a residence.

21. Animals. Only ordinary household pets (not to exceed three) and horses (to the extent permitted by City ordinances) may be kept on any Lot. Each Owner shall be responsible for preventing pets from entering the Common Areas and Lots owned by other Owners.

22. Trash. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept or permitted to remain on any lot except in

sanitary containers. No materials shall be kept or stored on any lot that would be unsightly or a fire hazard.

23. Signs. No signs of any kind shall be displayed to the public on any lot except one professional sign of no more than five square feet advertising the property for sale.

24. Nuisance. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood, including the creation of loud or offensive noises or odors that detract from the reasonable enjoyment of nearby Lots.

25. No Unsightliness. No unsightliness is permitted on any Lot. This shall include, without limitation, the open storage of any building materials (except during the construction of any Dwelling unit or addition); open storage or parking of farm or construction equipment, boats, campers, camper shells, trailers, trucks larger than pick-up trucks (except during periods of actual loading and unloading) or inoperable motor vehicles; accumulations of lawn or tree clippings or trimming; accumulations of construction debris or waste; household refuse or garbage except as stored in tight containers in an enclosure such as a garage; and the storage or accumulation of any other material, vehicle, or equipment on the Lot in a manner that it is visible from any other Lot or any public street.

26. No Hazardous Activity. No activity may be conducted on any Lot that is, or would be considered by a reasonable person to be unreasonably dangerous or hazardous, or which would cause the cancellation of a conventional homeowners insurance policy. This includes, without limitation, the storage of caustic, toxic, flammable, explosive or hazardous materials in excess of those reasonable and customary for household uses, the discharge of firearms or fireworks, and setting open fires (other than properly supervised and contained barbecues.)

27. No Fuel Storage. No fuel oil, gasoline, propane, or other fuel storage tanks may be installed or maintained on the property. Dwellings shall be heated with natural gas, solar, or electric heat. Propane or other such containerized fuels may be used only during construction of the Dwelling until the permanent heating system is installed and operational. Notwithstanding the foregoing, propane tanks for outdoor barbecues shall be permitted.

28. No Annoying Lights. No outdoor lighting shall be permitted except for lighting that is designed to aim downward and limit the field of light to the confines of the Lot on which it is installed. This shall not apply to street lighting maintained by the City.

29. Sewer Connection Required. All Lots are served by sanitary sewer service, and no cesspools, septic tanks, or other types of waste disposal systems are permitted on any Lot. All Dwelling units must be connected to the sanitary sewer system. The installation,

operation and maintenance of each grinder pump station is the sole responsibility of the Owner.

30. Fences. No fence, wall, or other similar structure shall not be constructed or placed on any lot nearer the street than the back house line, nor shall any fence, wall or similar structure be constructed to a height greater than six feet. No wood or chain link fencing is allowed. White vinyl fence is acceptable. The Architectural Committee must approve all other fencing materials. Decorative fencing is allowed to the front of the house line. Corner lots are an exception. All fencing shall be in accordance with City Ordinance.

31. Outbuildings. The Architectural Committee as to the size, architectural design, material and location must approve all outbuildings.

32. Obstructions. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the Subdivision roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and lines connecting at points 20 feet from the intersection of the street lines or in the case of a rounded property corner, from the intersection of the street lines extended. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines. No poplar trees shall be permitted within the subdivision. The aforementioned issues to be in accordance with City Ordinance.

33. Water Table Elevation. A buyer of any lot in Spencer Farms Subdivision assumes all of the responsibility as to the depth in which they put their footings and foundation and holds the developers and Marriott-Slaterville City harmless from any damages that may come due to high ground water. Suggested depth restrictions on each lot are noted on the plat map.

34. Underground Utilities. All new gas, electrical, telephone, television, and any other utility lines in the Subdivision are to be underground, including lines within any Lot which service installations entirely within that Lot. No propane tanks or oil tanks may be installed on any Lot except for temporary heat during construction.

35. Easements. Easements and rights of way shall be reserved to the undersigned, its successors and assigns, on and over the Subdivision, as shown on the recorded plat, for the erection, construction and maintenance and operation thereon or therein of drainage pipes or conduits, pipes, manholes, poles, wires and other means of conveying to and from lots in Subdivision, gas, electricity, water, telephone, sewage, and other services for the convenience of lot owners in the Subdivision.

36. Duration of Covenants. The covenants contained herein shall run with the land and shall be binding on all owners of lots in the Subdivision from the date hereof for a period of

20 years, at which time said covenants shall continue automatically for successive periods of ten years each, unless an instrument signed by a majority of the thirty-three lot owners in the Subdivision is recorded changing said covenants in whole or in part; provided, however that the covenant to maintain the water drain lines set forth the Paragraph 13 above may not be revoked or altered without the written consent of Marriott-Slaterville City.

37. Maintenance of Property. All Lots, and the Improvements on them, shall be maintained in a clean, sanitary, attractive and marketable condition at all times. No Owner shall permit his Lot or the Improvements on it to fall into disrepair.

38. Repair Following Damage. In the event of casualty loss or damage to the Improvements, the Owner will be entitled to reconstruct the Improvements as they existed prior to the damage or loss, provided however that alterations or deviations from the originally approved plans will comply with applicable City zoning and ordinances. Nothing in this Declaration is intended to prevent an Owner who has suffered property damage or loss from taking temporary measures to secure the property and prevent further damage, or to prevent injury or dangerous conditions following loss or damage, before re-construction begins. No damaged structure will be permitted to remain on any Lot for more than 90 days without repairs commencing, and any damaged structure which does remain unrepaired after 90 days following the occurrence of damage is deemed a nuisance.

39. Vehicles Restricted to Roadways. No motor vehicle will be operated on the Subdivision except on improved roads and driveways.

40. No Transient Lodging Uses. The Lots are to be used for residential housing purposes only, and shall not be rented in whole or in part for transient lodging purposes, boarding house, "bed and breakfast", or other uses for providing accommodations to travelers. No lease of any Dwelling on a Lot shall be for a period of less than 30 days. No Dwelling on a Lot shall be subjected to time interval ownership.

41. Secondary Water System. The municipality requires that Spencer Farms Subdivision install the secondary irrigation water system for the Subdivision. The original landowner's water shares from Marriott-Irrigation Company will be assigned to Marriott-Slaterville City with the understanding that Marriott-Slaterville City will operate the secondary irrigation system and collect all fees. During the irrigation season, the City can assess each Owner a monthly fee to provide secondary irrigation water.

42. Enforcement of Covenants. Any violation of these Covenants which is permitted to remain on the property is deemed a nuisance, and is subject to abatement by any other owner.

43. Acceptance of Restrictions. All purchasers of lots in the Subdivision shall, by entering into contracts to purchase and accepting deeds for such lot, be conclusively

deemed to have consented and agreed to all restrictions, conditions, terms, agreements and covenants herein contained.

**44. Remedies.**

- a. Any single or continuing violation of the covenants contained in this Declaration may be enjoined in an action brought by the Declarant (for so long as the Declarant is the Owner of any Lot) or by any other Owner. In any action brought to enforce these covenants, the prevailing party shall be entitled to recover as part of its judgment the reasonable costs of enforcement, including attorneys fees and costs of court.
- b. Nothing in this Declaration shall construed as limiting the rights and remedies that may exist at common law or under applicable federal, state or local laws and ordinances for the abatement of nuisances, health and safety, or other matters. These covenants are to be construed as being in addition to those remedies available at law.
- c. The remedies available under this Declaration and at law or equity generally are not to be considered as exclusive, but rather cumulative.
- d. The failure to take enforcement action shall not be construed as a waiver of the covenants contained in this Declaration in the future or against other similar violations.


**45. Invalidity.** Invalidation of any of the covenants herein contained, in whole or in part, by judgment or court other shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this document this 21 day of July, 2005.

By: [Signature]  
Brad Hart manager for  
B & R Development, LC.

STATE OF UTAH                    )  
  ):SS  
COUNTY OF WEBER            )

On the 21 day of July, 2005 personally appeared before me Brad Hart who under oath acknowledged to me that he is the manager of B & R Development, L.C. and that he executed the above instrument for and in behalf of B & R Development, L.C.

 NATALIE RYAN  
NOTARY PUBLIC - STATE OF UTAH  
6109 West 2000th Dr  
Ogden UT 84403  
COMM. EXPIRES 2006  
[Signature]  
109 Woodland Dr