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King Creek

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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF KING
CREEK'S SUBDIVISION**

**Establishment
Of
Covenants, Conditions and Restrictions**

**King Creek's Subdivision
Kaysville City, Utah**

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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
09/06/2006 10:58 AM
FEE \$31.00 Pgs: 6
DEPT REC'D FOR MAVERICK HOLDINGS
I LLC

**Declaration of Covenants, Conditions, and Restrictions of
King Creek's Subdivision**

Part A. Preamble

Know All Men By These Presents:

That Whereas, The Undersigned, being the owner of the following described real property located in Davis County, State of Utah, to-wit:

Lots 1 to 10 inclusive, King Creek's Subdivision, Kaysville City, Davis County, Utah, according to the official plat thereof: as recorded in the office of the County Recorder of Davis County,

Do hereby establish the nature of the use and enjoyment of all lots in said subdivision and do declare that all conveyances of said lots shall be made subject to the following conditions, restrictions and stipulations:

Part B. Residential Area Covenants

1. **Land use and building type:** No lot shall be used except for residential, owner occupied, purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height and private garages for not more than four vehicles. All construction to be of new materials. No manufactured homes shall be erected. Homes must be built by a licensed general contractor.
2. **Dwelling Quality and Size:** The minimum permitted dwelling shall have an attached three-car garage or alternatively, upon buyer's discretion, the dwelling may have a detached garage with a minimum of a two-car garage. The detached garage must be set back a minimum of twelve (12) feet from the back of the home and must match the exterior of the home. In addition, the main floor area of the main structure, exclusive of open porches and garages, shall not be less than 1800 square feet for a single story above ground or 2200 square feet combined for a multilevel. Dwellings shall have no siding. Dwellings may not have any white windows or white fascia. Dwellings shall be of rock, brick, stone, composite wood. Dwellings may have stucco, but only up to forty percent (40%). The rear exterior of each home may include stucco, but must also include some other material such as rock, brick, stone or composite wood. The driveway area occurring in the dedicated street between the blacktop surface of the road and the hard surface on property shall be completed by the owner of the lot and connect the driveway to the road with concrete, with the exception to the three (3) flag lots, which may use blacktop (asphalt).

3. Nuisances: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No clothes drying or storage of any articles which are unsightly will be permitted as to City ordinances and lot owner's majority opinion, unless in enclosed areas designed for such purpose. No automobiles, trailers, boats, or other vehicles are to be stored on streets on front or side unless they are in running condition, properly licensed and are being regularly used, as to City ordinance. No hay or other feed stacks are to be stored in front or side yards.
4. Temporary Structures: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out building shall be used on any lot at any time as a residence either temporarily or permanently. No mobile homes are permitted.
5. Satellite Dishes: No satellite dishes of a size in excess of twenty-four inches shall be erected on any lot, or on any structure. Other transmitting or receiving apparatus, which would be unsightly in the majority opinion of the lot owners, shall be prohibited.
6. Garbage and Refuse Disposal: No lot shall be used or maintained as dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Each lot and its abutting street are to be kept free of trash, weeds and other refuse by the lot owner. No unsightly materials or other objects are to be stored on any lot in view of the general public.
7. Oil and Mining Operation: 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 gas shall be erected, maintained, or permitted upon any lot.
8. Landscaping: Trees, lawns, shrubs, or other plantings shall be properly nurtured and maintained or replaced at the property owner's expense. Installation of front yard shall commence in the first growing season following the issuance of a certificate of occupancy for the structure. If the occupancy permit is issued between April and September then the lawn must be laid or planted within 30 days from occupancy. If the occupancy permit is issued between October and March then the lawn must be laid or planted by the last day of April. In the event construction has not commenced within one year of the purchase of the lot and is not completed within a reasonable period of time, the lot shall be maintained in a weed and trash free condition and in every other aspect shall not be allowed to deteriorate.

9. Fencing: No chain-link fences are permitted. Permitted fencing shall be vinyl, wood, rod iron with a maximum height of six (6) feet.
10. Time Period to Build: The lot owner shall commence construction within two years from the purchase date of the lot. If two (2) lots or more are purchased by one owner that owner must landscape each lot in accordance with provision nine (9) as set forth above.

Part C. Architectural Control Committee

1. Committee: The committee shall be comprised of two members, namely Chad Bessinger and Owen Fisher. This committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining member of the committee shall have full authority to select a successor. This committee has the authority and power to transfer decision making authority to the lot owners upon sale of all lots and completion of construction, or at anytime throughout the development of King Creek's Subdivision. In the event there is a tie of 5-5 between the lot owners, the tie shall be construed in favor of these covenants, conditions and restrictions.

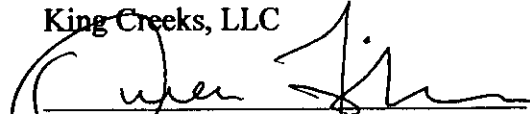
2. Procedures: The committee has the power to approve or disapprove exceptions to these covenants. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required, and the related covenants shall be deemed to have been fully complied with.

Part D. General Provisions


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 twenty years from the date these covenants are recorded, after which time, 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.
2. Enforcement: These covenants, conditions and restrictions may be enforced by any landowner within King Creek's Subdivision by proceeding at law or in equity. Such enforcement may be against any person, firm or entity violating, attempting to or threatening to violate the provisions hereof and such enforcement may include injunctive relief and/or monetary

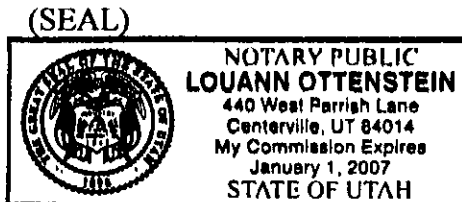
3. Severability: damages and attorney's fees. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.


CHAD BESSINGER
King Creeks, LLC


OWEN FISHER
King Creeks, LLC

On the 6 day of September, 2006, personally appeared before me Owen Fisher and Chad Bessinger, who being by me duly sworn, did say that he is the managing member of King Creeks Subdivision, and that the within and foregoing instrument was signed in behalf of said King Creeks, LLC.


NOTARY PUBLIC
Residing at: Centerville
My Commission Expires: 1-1-07



KING CREEK'S SUBDIVISION, a Subdivision, Kaysville City, Davis County, Utah,
more particularly described as follows:

Beginning at the Southeast Corner of Lot 1 of King Farm Estates. Plat A, a part of the North Half of Section 4, T.3 N. R.1W. S.L.B.& M. said point of beginning being also N 89°14'53" W 57.35 ft to on Existing Brass Witness Corner Monument and N 22°57'19" W 228.60 to an Existing Monument at the Intersection of Flint Street and Webb Lane and S 45°13'48" W 1,005.10 ft. along the centerline of said Webb Lane and S 44°45'25" E 579.72 ft. from the North Quarter Corner of said Section 4 and running thence N 41°35'35" E 125.19 ft. to the Center of the North Fork of Holmes Creek thence N 35°11'45" W 330.92 ft. along the centerline of said creek; thence S 55°29'20" E 991.32 ft. along the South Boundary of Whit's End Subdivision; thence S 51°49'00" W 245.74 ft.; thence S 54°47'30" W 233.87 ft.; to the Northeast Corner of Lot 11 of King's Way Subdivision; thence along the boundary of said King's Way Subdivision in the following seven courses to the point of beginning: (i) N 48°24'25" W 232.13 ft., (ii) N 41°35'3" E 78.35 ft. (iii) N 48°24'25" W 183.29 ft.. (iv) Northwesterly 54.09 ft. along the arc of a 55.00 ft. radius curve to the right through a central angle of 47°40'52" (chord bears N 24°33'59" W 52.55 ft.), (v) N 0°43'33" W 43.25 ft. (vi) Northwesterly 34.15 ft. along the arc of a 45.00 ft. radius curve to the left through a central angle of 43°29'17" (chord bears N 22°25'12" W 33.34 ft.), (vii) N 44°12'50" W 2.05 ft.

Containing 5.5389 acres.