

When recorded, return to:
Nilson & Company, Inc.
dba Nilson Homes
c/o Bruce L. Nilson
5617 South 1475 East
Ogden, UT 84403

E 2702105 B 5653 P 71-77
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
11/21/2012 9:32:00 AM
FEE \$36.00 Pgs: 7
DEP eCASH REC'D FOR BONNEVILLE SUPERIOR

PROTECTIVE COVENANTS AND RESTRICTIONS COVERING SILVERLEAF ESTATES PHASE 4, A SUBDIVISION IN SOUTH WEBER, UTAH

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned are the present owners of all the lots, pieces and parcels of land embraced with the area hereinafter specifically described, and

WHEREAS, said area comprises an exclusive residential subdivision in South Weber, Davis County, State of Utah, and

WHEREAS, it is the desire of the owners of said subdivision to place restrictive covenants upon said lots for the actual benefit and protection of future owners thereof. In addition, all property owners must comply with county and city zoning and subdivision ordinances, and

NOW THEREFORE, the following restrictive covenants are placed upon said lots for the mutual benefit and restrictions of future owners, and that the premises to which the restrictive covenants shall attach are specifically described and are as follows:

Lots 49-R through 60-RG-R
~~XX0xx49XX00XX60~~ inclusive of SILVERLEAF ESTATES SUBDIVISION PHASE 4, according to the official plat thereof recorded April 3, 2012 as Entry No.2652816, in Book 5492, at Page 26 in the Office of the Davis County Recorder.

09-388-0049 Thru 09-388-0060

1. Single Family Residence with Attached Garage. All lots in said subdivision shall be known and described as residential lots. 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 no less than a two car attached garage with no more than a four car attached garage and other out buildings approved in advance in writing by the committee herein below described.

2. Architectural Control Committee Approval. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, and harmony of external design with existing structures.

The Architectural Control Committee is composed of Bruce L. Nilson, Jed Nilson, and David Lowry. 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 shall have full authority to designate a successor.

At any time, the then recorded owners of a majority of the lots shall have the power through a duly recorded instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties. 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, 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.

3. Setback Requirements. All set back lines, side yards, and back yards shall be in accordance with South Weber City ordinances.

4. Quiet Enjoyment. No noxious or offensive trade or activity and no nuisance shall be carried on upon any lot nor shall anything be done which may be or may become an annoyance in the neighborhood. No automobiles, trailers, boats, or other vehicles are to be stored on the street at any time. Such items may be stored on lots if they are in running condition, properly licensed, and are being regularly used. Trailers, boats, and recreational vehicles may be stored on lots if they are stored on concrete pads, the front of which must be behind the front line of the house. All such items shall not be stored in areas that detract from the visual appeal of the subdivision.

5. Temporary Structure. No trailer, basement, tent, shack, garage, barn or other out building erected in the subdivision shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

6. Minimum Square Footage. The minimum finished square footage dwelling structure, exclusive of attached garage and any open porches, balconies, decks or other semi-external space, shall not be less than:

- a. 1,700 square feet on the ground level for any one-story dwelling;
- b. 2,200 square feet for the combined finished square footage of the ground story level and the story above the ground story level of a two-story dwelling;
- c. 2,300 square feet for the combined finished square footage of the ground story level and the levels above ground level in a multi-level dwelling.

7. Building Materials. All of the exterior surfaces of a dwelling or outbuilding shall consist of brick, rock, stucco, hardboard, or a combination of such materials. All roofs in the subdivision shall be of Architectural Grade Asphalt shingles or better. All roofs shall have a pitch of 6-12 or greater (rise over run shall be 6-12 or greater). All roof vent cap louvers, plumbing stacks, chimney flashing, down spouts, and like or similar items are to be painted to match the color of the roof or the trim of the applicable dwelling or outbuilding. Other materials may be used with prior written approval of the Architectural Control Committee.

8. Utility/Stormwater Drainage Easements.

- a. Installation and Maintenance; Non-Interference. Easement 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 materials 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 of flow of drainage channels in the easement

area of each lot and all improvements for which a public authority or utility company is responsible.

b. Shared Maintenance/Repair Costs Specific to Lots 49, 50, 51, 52 and 53 (the "Section 8 Affected Lots"). An existing ten (10) foot public utility easement along the rear perimeter of the Section 8 Affected Lots includes a stormwater drainage system consisting of a four (4) inch pipeline and a series of stormwater collection boxes which serve the Section 8 Affected Lots. Except in the case of damage caused by the negligence of an owner or the owner's agent, the owners of the Section 8 Affected Lots shall share equally in the cost of maintaining and repairing the stormwater drainage system so as to ensure the system's optimum efficiency, functionality and compliance with all applicable governmental codes and regulations. For purposes of this subsection, a majority of the owners of the Section 8 Affected Lots shall have the authority to determine the scope and nature of necessary maintenance and repair to the stormwater drainage system. A majority of the owners of the Section 8 Affected Lots, their agents, contractors and representatives shall be granted a limited license by all owners of the Section 8 Affected Lots for the purpose of accessing the Section 8 Affected Lots for the requisite maintenance and repairs.

c. Remedies. In addition to any other remedies set forth in these Protective Covenants, each owner of the Section 8 Affected Lots shall have the full power to enforce compliance with this section including, without limitation, the right to bring an action for damages, an action to recover sums due, an action to enjoin a violation, or an action to specifically enforce provisions hereof. Said action or actions may be maintained by all owners of the Section 8 Affected Lots or by a single owner of a Section 8 Affected Lot. In the event of any action to recover assessments or other amounts due hereunder, or to enforce the provisions hereof, the moving party shall be entitled to recover from the offending owner all costs and expenses incurred in connection with such action including court costs and reasonable attorney's fees.

9. Signs. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than five square feet advertising the property for sale, or signs used by a builder to advertise the property during the construction and sales period.

10. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that a dog, cat or other domesticated household pet may be kept provided that they are not kept, bred, or maintained for any commercial purpose. Notwithstanding the foregoing, no animal or fowl may be kept on a lot which results in an annoyance or is obnoxious to residents in the vicinity.

11. Garbage Removal. 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. All other equipment for the storage or disposal of such material shall be kept in clean and sanitary condition.

12. Fences. Fences should be kept to a minimum to encourage the use of natural habitat and aesthetics. Any fence constructed on any Lot shall be as approved by the Architectural Control Committee, in advance and in writing, and in conformity with the following guidelines:

Material: Fences or walls shall be of wood, brick, wrought iron, plastic vinyl, or stone. No fence or wall shall be constructed of chain link, wire mesh, slump block (painted or unpainted), or concrete block unless first approved by the Architectural Control Committee, which approval may be withheld by the Architectural Control Committee for any reason, in its sole and absolute discretion.

Height: Fences, walls, or hedges shall not exceed six (6) feet in height.

Location: Unless approved by the Architectural Control Committee, no hedge more than three feet high and no fence or wall shall be erected, placed, altered, or permitted to remain on any Lot closer to the front street than the front of the residential structure on such Lot, except that where such hedge, fence, or wall is located along the boundary line between two adjoining Lots, such hedge, fence, or wall shall not be closer to the front street than the front of whichever residential structure on the two adjoining Lots is nearer to the street.

13. **Electronic Antennas.** No television, ham radio, citizen band, radio antenna, or other similar electronic receiving or sending device shall be permitted on the rooftop or side of any dwelling or elsewhere if exposed to the view from any other Lot, unless approved by the Architectural Control Committee. In no case will any such receiving or sending antenna or other device be allowed to interfere with the peace and quiet enjoyment of any neighboring Lot owner's premises or home entertainment facilities or equipment.

14. **Landscaping/Encroachment Guidelines.**

a. **Landscaping.** Simultaneous with the construction of a dwelling upon a Lot as provided herein, and in any event not later than one (1) year subsequent to occupancy, the owner thereof shall landscape all front and side yards in a manner reasonably acceptable to the Architectural Control Committee. The Architectural Control Committee shall have the authority to specify and limit the type and placement of trees and other foliage to preclude and minimize the creation of obstructions to drainage systems. All trees, lawn, shrubs, or other plantings shall be properly nurtured and maintained or replaced at the Lot owners expense upon request of the Architectural Control Committee.

b. **General Encroachment Guidelines and Agreements Specific to Lots 49, 59 and 60 (the "Section 14 Affected Lots").** An existing gasline easement (the "Gasline Easement") in favor of ConocoPhillips Pipeline Company, Pioneer Pipeline Company and Plains Pipeline LP, their affiliates, subsidiaries and assigns (collectively, the "Gasline Companies") traverses a significant portion of the Section 14 Affected Lots as more particularly reflected in the Official Plat recorded April 3, 2012, as Entry No. 2652816 in Book 5492 at Page 26, Official Records, Davis County Recorder. Certain agreements and general encroachment guidelines (the "Encroachment Agreements") are attached to these Protective Covenants and are incorporated herein by reference as Exhibit "A". Pursuant to the Encroachment Agreements, the owners of the Section 14 Affected Lots are substantially restricted from making improvements within the Gasline Easement and, to the extent that existing or future owner improvements are removed by the Gasline Companies, the cost of removing those improvements and remediating that portion of a Section 14 Affected Lot where the improvements are removed shall be the responsibility of the owner of that Section 14 Affected Lot.

15. Division of Lots. Lots may not be further subdivided by the owners and no owner shall have the right to sell or convey less than a full-size lot as recorded.

16. No Liability for Damages. The Architectural Control 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 Declaration.

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 forty years from the date these covenants are recorded after which time said covenant shall be automatically extended for a successive period of 10 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.

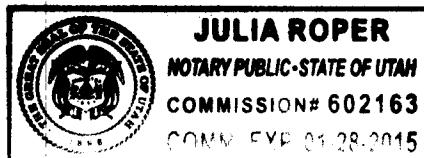
If any party hereto or lot owner, its successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning any real property situated in said subdivision to prosecute any proceedings at law or in equity against the persons or person violating or attempting to violate any such covenants and either prevent him or them from so doing and recover damages or other compensation for such violation. Invalidation of any 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.

Dated this 23rd day of October, 2012

Bruce L. Nilson - President
Nilson & Company, Inc. d.b.a. Nilson Homes

State of Utah)
: ss.
County of Weber)

On this 23rd day of October, 2012 personally appeared before me Bruce L. Nilson, whose identity is personally known to me and who by me duly sworn, did say that he is the president of Nilson & Company, Inc. d.b.a. Nilson Homes and that said document was signed by him in behalf of said Corporation by Authority of its Bylaws, and said Bruce L. Nilson acknowledged to me that said Corporation executed the same.



A circular seal of the State of Vermont, featuring a central shield with a plow, a sheaf of wheat, and a sprig of olive, surrounded by the words "THE GREAT SEAL OF THE STATE OF VERMONT" and the date "1791".

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Residing at: Wenver County, VT

COMMISSION# 602163

COMM. FPR 01-28-2016

Julia Fife
Notary Public
11/20/2015
My Commission Expires

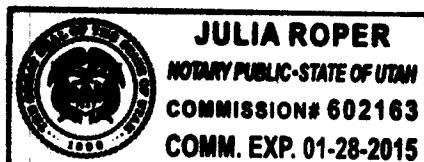
As to Lot 51:

Dated: Oct 30, 2012

Brady Olsen
Brady Olsen

State of Utah)
: ss.
County of Weber)

On this 30 day of October, 2012, personally appeared before me the undersigned, a Notary Public in and for the State of Utah, Brady Olsen, signer of the foregoing instrument, and acknowledged he executed the same. Witness my hand and official seal.



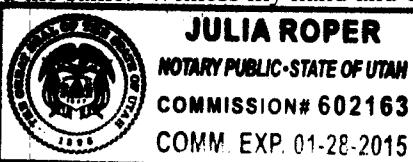
Residing at: Weber County, UT

Kariann Olsen
Kariann Olsen

My Commission Expires

State of Utah)
: ss.
County of Weber)

On this 30 day of October, 2012, personally appeared before me the undersigned, a Notary Public in and for the State of Utah, Kariann Olsen, signer of the foregoing instrument, and acknowledged she executed the same. Witness my hand and official seal.



Residing at: Weber County, UT

Julia Roper
Notary Public
1/28/2015

My Commission Expires

As to Lot 52:

Dated: Nov 14th, 2012

Kirt Swalberg
Kirt Swalberg

State of Utah)
: ss.

County of Weber)

14th November

On this 14th day of November, 2012, personally appeared before me the undersigned, a Notary Public in and for the State of Utah, Kirt Swalberg, signer of the foregoing instrument, and acknowledged he executed the same. Witness my hand and official seal.

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A
L
Residing at:

Caden St
84403

State of Utah)
: ss.

County of Weber)

14th November

On this 14th day of November, 2012, personally appeared before me the undersigned, a Notary Public in and for the State of Utah, Emily Swalberg, signer of the foregoing instrument, and acknowledged she executed the same. Witness my hand and official seal.

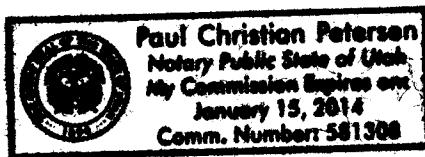
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Residing at:

Caden St
84403

Emily Swalberg
Emily Swalberg

Notary Public
1/15/14

My Commission Expires



Notary Public
1/13/14

My Commission Expires

