



\*W2822966\*

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## DECLARATION OF BUILDING AND USE RESTRICTIONS

### HOME COURT SUBDIVISION

#### PART A. PREAMBLE

EH 2822966 PG 1 OF 4  
LEANN H KILTS, WEBER COUNTY RECORDER  
26-OCT-16 1101 AM FEE \$29.00 DEP JKC  
REC FOR: INFINITY LLC

#### KNOW ALL PERSONS BY THESE PRESENTS:

THAT, WHEREAS, THE UNDERSIGNED, being the owner(s) of the following described real property located in Weber County, State of Utah, to-wit:

HOME COURT Subdivision, according to the official records of the county recorder's office of Weber County, State of Utah.

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, hereinafter referred to as CCR's:

#### PART B. RESIDENTIAL AREA COVENANTS

1. **Land Use and Building Type.** No lots shall be used except for residential 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 less than two vehicles. Accessory buildings may be erected only with Architectural Control Committee, hereinafter referred to as ACC, approval as described herein. All construction to be of new materials, except that used brick may be used with prior written approval of the ACC. Said premises shall be used for private resident purposes only except as hereinafter set forth, and no structure of any kind shall be moved upon said premises, nor shall any incomplete building be permitted to remain incomplete for a period in excess of one year from the date the building was started unless approved by the ACC. Residential structure construction must commence within three years of the date improved building lot is originally purchased

2. **Architectural Control.** No building, structure or wall 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 ACC as to quality of workmanship and materials, harmony of external with existing structures, and as to location with respect to placement on lot, topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the front building setback line unless similarly approved. Approval shall be as provided in Part C.

#### 3. **Dwelling Quality and Size.**

(a) The ground floor square feet area of the main structure, exclusive of garage and any one-story open porches, shall not be less than 1,600 square feet for a one-story dwelling.

(b) In a two-story home, which is two stories above curb level, the combined area of the ground story level and the story above ground-story level, exclusive of garage and any one-story open porches, shall total not less than 2,000 square feet.

(c) All dwellings shall be set on permanent foundations. All houses shall have an attached garage large enough to accommodate at least two automobiles. All houses shall be finished with brick, or stone (includes faux stone such as Harris Stone) on at least the lowest 42" of the front and sides of the house exterior. Upper portions of the front, side and all of the rear exteriors may be finished with brick, stone, stucco or cement particle board ("Hardy Plank" type) for the external finish materials. Foundations or basement cement must not exceed three feet of exposure out of the ground line, unless the appropriate finish materials as described above are used for the facade. All houses shall have a roof with a minimum of 6/12 pitches.

(e) All exterior materials must be approved by the ACC prior to commencement of construction.

(f) Aluminum or vinyl siding shall be allowed in soffit and fascia areas only.

(g) Roofing materials shall be cedar shake, tile, or architectural grade asphalt shingles (20+ year type) or as approved by the ACC.

(h) Basements shall be allowed in Home Court Subdivision. West Haven City and Developer shall not be liable for any damages that may occur at any time for owner's decision to include a basement. Viability of a basement and its depth are the sole responsibility of owner and/or their contractor.

4. **Building Location.** Building setbacks shall be determined by West Haven City. These setbacks have been identified as 25 feet from the front and rear lot line; 10 feet and 8 feet for sidelines except that any corner lot must have a minimum of 20 feet of setback on the side abutting the side street and, thus, 8 feet for the other side.

5. **Easement.** 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 of flow of drainage channels in 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 lot, except for those improvements for which a public authority or utility company is responsible.

6. **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 in the opinion of the ACC, will be permitted on patios or in other open areas, unless the patio or area is enclosed and designed for such purpose. No automobiles, trailers, boats, or other vehicles are to be parked or stored on the front or side street of the lots unless they are in running condition, properly licensed and are being used regularly. All RV's stored or parked on the lot must be located to the side or in the rear of the home. All roof mounted heating and cooling equipment must be set back to the backside of the roof out of view from the street. All TV antennas are to be placed in the attic out of view. Within one year of occupancy of each and every home built in the subdivision, the front and side yards, and within two years of occupancy, the back yard, shall be planted in lawn or other acceptable landscaping so as not to negatively impact the aesthetics of the subdivision. "Acceptable landscaping" and "lawn" shall be interpreted by the then existing ACC, which will reflect the majority view of the then-existing homeowners in the subdivision.

7. **Temporary Structures.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out buildings shall be used on any lot at any time as a residence either temporarily or permanently except during initial construction. No mobile homes are permitted. No overnight camping will be permitted on any lot.

8. **Private Residence, Moving of Structures, Incomplete Building.** Said premises shall be used for private residence purposes only, except as hereinafter set forth. No incomplete building shall be allowed to remain incomplete for a period in excess of one year from the date the building is started unless approved, in writing, by the ACC.

9. **Signs.** No sign of any kind shall be displayed to the public view on any lot except signs used by a builder to advertise the property during the construction and sales period, or signs used by a property owner advertising the property for sale.

10. **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. All incinerators or other equipment for the storage or disposal of such materials 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.

11. **Completed residence.** No residence shall be occupied until the same has been substantially completed in accordance with its plans, specifications and Weber County or West Haven City guidelines.

12. **Destroyed or damaged Building.** Any dwelling or outbuilding on any lot in the Subdivision which may be destroyed or damaged in whole or in part by fire, windstorm, earthquake or any other "Act of God", or any human caused destruction or damage, must be rebuilt, repaired or all debris removed and the lot restored to a sightly condition with reasonable promptness; provided, however, that no debris shall remain longer than sixty days.

#### **PART C. ARCHITECTURAL CONTROL COMMITTEE (ACC)**

1. **Membership.** In the event of death or resignation of any member of the ACC, the remaining member/s of the Committee shall have full authority to select a successor. Neither the members of the ACC, nor its designated representative shall be entitled to any compensation for services performed pursuant to these CCR's. A majority of the ACC may designate a representative to act for it. At such time that all lots owned by the initial owner-developer are sold, the aforementioned owner/developer shall be released from responsibility of the ACC, and, the individual owners of the lots shall become the ACC. Said owners may elect representatives to serve as the ACC at their discretion. If no

representatives are elected, a two thirds (2/3) majority of lot owners are required for ACC action. The initial ACC representing the developer is composed of: Kevin V. Glasmann and Ryan V. Glasmann.

**2. Procedure.** The ACC approval or disapproval as required in these CCR's shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 15 days after written 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 final and actual completion thereof, approval will not be required. However, failure for said ACC to act does in no way allow for variance from this Declaration of Building and Use and Restrictions.

**3. Immunity.** Notwithstanding the foregoing provisions, the ACC shall have no affirmative obligation to be certain that all elements of the design comply with the restrictions contained in this declaration, and no member of the ACC shall have any liability, responsibility, or obligation, whatsoever, for any decisions or lack thereof, in the carrying out of the duties as a member of such committee. Such committee and its members shall have only an advisory function, and the sole responsibility for compliance with all of the terms of the declaration shall rest with the homeowner. Each lot owner agrees to save, defend, and hold harmless the ACC and each of its members on account of any activities of the ACC relating to such owner's property or buildings to be constructed on his or her property. It is contemplated by these CCR's, and agreed to by all lot owners, that there may be variations and adjustments made by the ACC in approving or disapproving building plans. The process of approval by the ACC may be subjective, but not arbitrary, in approving building plans in substantial conformity with these CCR's.

#### PART D. GENERAL PROVISIONS

**1. Accepted Owner Activities.** Nothing in THESE CCR's shall prevent Owners, Owners' developer transferees or the employees, contractors, or sub-contractors of Owners' developer transferee from doing on any part or parts of the subdivision whatever they determined may be reasonably necessary or advisable in connection with the development of the subdivision, including, but not limited to, construction and maintenance of such structures, including model homes, as may be reasonably necessary for the completion of the development of the subdivision; conducting the business of establishing the subdivision as a residential community, in the disposing of lots by sale, lease, or otherwise; and the maintaining of such sign or signs on any of the lots owned or controlled by the owner or the owners' developer transferee as may be reasonably necessary for sale of subdivision lots. As used in this section, the words "Owners' developer transferee" specifically exclude individual purchases of improved lots.

**2. Revocation.** The Declarant reserves to itself and/or its successors and assigns the right to revoke at any time prior to sale of any lot within the Subdivision all or any part of these restrictions and further to vacate any or all streets, common facilities and any other amenity shown on the recorded plat.

**3. 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 thirty years from the date these CCR's are recorded, after which time, said covenants shall be automatically extended for successive periods of years unless an instrument signed by a two thirds (2/3) majority of the then owners of the lots has been recorded, agreeing to change said CCR's in whole or in part.

**4. Variances.** The Committee may allow reasonable variances and adjustments to these restrictions in order to overcome practical difficulties and prevent unnecessary hardships in the applications of the provisions contained herein; provided, however, that such is done within conformity with the intent and purposes hereof and provided also that in every instance such variance or adjustment will not be materially detrimental or injurious to other property and/or improvements within the Subdivision. Also, any such variance or adjustment must be applied for by the owner in writing and approved of in writing by the ACC. If ACC action is taken, variances to these building conditions shall not be allowed.

**5. Enforcement.** If any party hereto, or its successors or assigns, shall violate or attempt to violate any of these covenants herein, it shall be lawful for any other person or persons owning real property within this Subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any covenants contained in the CCR's including, but not limited to, by restraining order or recovery of damages or both. These enforcement rights shall be cumulative and are not intended to exclude any other remedies, which may be available to any person in law or in equity. In any action to enforce this declaration the prevailing party shall be entitled to an award of reasonable attorney's fees and costs incurred in prosecuting such action. By purchasing or acquiring a lot within the Subdivision, such lot owner agrees that immediate and irreparable harm without adequate remedy at law shall be the presumed consequence in the event of any breach or threatened breach of these covenants, and that any party or persons having standing and seeking to enforce these covenants may obtain a temporary restraining order, preliminary injunction and permanent injunction, among other remedies, in order to enjoin the threatened or proscribed conduct.

6. **Severability.** Every one of the Conditions and Restrictions is hereby declared to be independent of, and severable from the rest of the Conditions and Restrictions and of and from every combination of the Conditions and Restrictions. Therefore, if any of the Conditions and Restrictions shall be held to be invalid or to be unenforceable or to lack the quality of running with the land, that holding shall have no effect upon the validity, enforceability, or "running" quality of any other one of the Conditions or Restrictions.

7. **Acceptance of Restrictions.** All purchasers of property described above shall, by acceptance of delivery of any deed, or by purchasing under a contract, or by acquiring any interest in any lot listed herein, or any portion thereof, be conclusively deemed to have consented and agreed to all restrictions, conditions, covenants and agreements set forth herein.

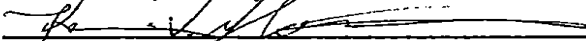
8. **Mutuality of Benefit and Obligation.** The Restrictions and agreements set forth herein are made for the mutual and reciprocal benefit of each and every lot and lot owner in the Subdivision and are intended to create mutual, equitable servitudes upon each of said lots and the respective owners in favor of each and all the other lots and owners therein; to create reciprocal rights between the respective owners of all said lots; to create a privity of contract and estate between the grantees of said lots, their heirs, successors and assigns, and shall, as to the owner of each lot, his heirs, successors or assigns, operate as covenants running with the land for the benefit of each and all other lots in the Subdivision and their respective owners.

9. **Grantee's Acceptance.** The Grantee of any lot subject to the coverage of this Declaration, by acceptance of a deed conveying title thereto or the execution of a contract for the purpose thereof, whether from the undersigned or from a subsequent owner of such lot, shall accept such deed or contract upon and subject to each and all of these restrictions and the agreements herein contained and by such acceptance shall for him/herself, his/her covenant, consent and agree to and with Declarant, and consent with the grantees and subsequent owners of each of the lots within the Subdivision to keep, observe, comply with and perform said Conditions Restrictions and agreements.

10. **Modification.** This Declaration of Protective Covenants (CCR's) may be modified, amended, supplemented or canceled by an instrument signed by a two-thirds (2/3) majority of the then owners of record of all lots in the HOME COURT SUBDIVISION.

Dated this 25<sup>th</sup> of October, 2016.

INFINITY G, LLC. by:



Kevin V. Glasmann, Managing Member

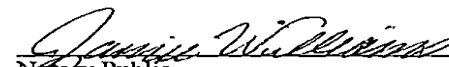
STATE OF UTAH )

: ss

COUNTY OF WEBER )

On the 25<sup>th</sup> day of October, 2016, Kevin V. Glasmann, personally appeared before me who being duly sworn say that he is Managing Member that executed the above and forgoing instrument and that said instrument was signed on behalf of said LLC. by authority and the said KEVIN V. GLASMANN acknowledged to me that the said LLC. executed the same.

IN WITNESS WHEREOF I have herewith set my hand and affixed my seal this 25<sup>th</sup> day of October, 2016.

  
Notary Public

Residing at:  
My commission expires:

