

EE 2858810 PG 1 OF 14
LEANN H KILTE, WEBER COUNTY RECORDER
23-MAY-17 1215 PM FEE \$43.00 DEP JKC
REC FOR: TUSCAN MEADOWS SUB

W2858810*

**DECLARATION OF PROTECTIVE COVENANTS
Tuscan Meadows SUBDIVISION Phase 1 and 2**

This DECLARATION OF PROTECTIVE COVENANTS FOR Tuscan Meadows Subdivision Phase 1 is made and executed by Tuscan Meadows of 1798 West 5150 South Roy Ut. 84067. (Hereinafter referred to as the "Declarant").

RECITALS

DB

- A. This Declaration of Protective Covenants affects that certain real property located in the City of West Haven, County of Weber, State of Utah described with particularity in Article II set forth below (the Subdivision)
- B. Declarant is the owner of the Subdivision.
- C. By subjecting the Property to this Declaration, it is the desire, intent and purpose of Declarant to create a community in which beauty shall be substantially preserved, which will enhance the desirability of living on that real estate subject to this Declaration, and which will increase and preserve the attractiveness, quality and value of the lands and improvements therein.
- D. Declarant has constructed, or is in the process of constructing, a residential subdivision.
- E. All of such construction has been, or is to be, performed in accordance with the plans contained in the Record of Survey Map to be recorded concurrently herewith.
- F. Declarant intends to sell to various purchasers the fee title to the individual Lots contained in the subdivision.
- G. The Declarant desires that the subdivision be known as Tuscan Meadows Subdivision.
- H. The streets in the subdivision shall be dedicated to West Haven City.
- I. The Declarant desires that the Subdivision shall be subject to the protective covenants herein recited.
- J. The Declarant desires, by filing this Declaration of Protective Covenants, to submit the Tuscan Meadows SUBDIVISION and all improvements now or hereafter constructed thereon to the terms, covenants, conditions and restrictions set forth below, which shall constitute equitable servitudes and shall run with the land.

15-629-0001 to 0080/24

AGREEMENT

Now, therefore, THE Declarant does hereby establish the nature of the use and enjoyment of all Lots in the subdivision and does hereby declare that the conveyances of said Lots shall be made subject to the following conditions, restrictions, stipulations, and provisions:

ARTICLE I. DEFINITIONS

When used in this Declaration (including in that portion hereof entitled "Recitals"), each of the following terms shall have the meaning indicated.

1. Business and Trade are terms which shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (a) such activity is engaged in full or part-time; (b) such activity is intended to or does generate a profit; or (c) a license is required therefore. Notwithstanding the above, the leasing of a Lot or Dwelling Unit shall not be considered a trade or business within the meaning of this subsection.
2. Community shall mean and refer to the Tuscan Meadows Subdivision.
3. Declaration shall mean and refer to DECLARATION OF PROTECTIVE COVENANTS FOR Tuscan Meadows Subdivision.
4. Lot shall mean and refer to a portion of the Property, other than the Common Elements, intended for any type of independent ownership and use as may be set out in this Declaration and as shall be shown on the Plats or Surveys filed with this Declaration. Where the context indicates or requires, the term Lot includes any structure constructed or located on the Lot.
5. Lot Owner shall mean and refer to the person who is the owner of record (in the office of the County Recorder of Weber County, Utah) of a fee or an undivided fee interest in a Lot. The term Lot Owner does not mean or include a Mortgagee or a beneficiary or trustee under a deed of trust unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.
6. Map shall mean and refer to the Record of Survey Map.

7. Owner shall mean and refer to a Lot Owner.
8. Project shall mean and refer Tuscan Meadows Subdivision.
9. Project Documents shall mean and refer jointly and severally to this Declaration, By-Laws, Record of Survey Map, Rules and Regulations, and Articles of Incorporation as they may be adopted and/or modified by the Association from time to time.
10. Property shall mean and refer to the Land, real estate, or real property which is submitted to this Declaration.
11. Record of Survey Map shall mean and refer to the record of survey map or maps of this subdivision on file with the Weber County Recorder. The Map will show the location of the Lots and Entry Monument.
12. Street or Streets shall mean and refer to the roads within Tuscan Meadows Subdivision, which are or will be dedicated to West Haven City.
13. Survey Map shall mean and refer to the Record of Survey Map.
14. Subdivision shall mean and refer to the real property subject to the protective covenants of this Declaration.

ARTICLE II. SUBMISSION

The Land described with particularity below is hereby made subject to these protective covenants, conditions and restrictions: See Exhibit "A," attached hereto and incorporated herein by this reference;

SUBJECT TO the described easements and rights of way;

TOGETHER WITH all easements, rights-of-way, and other appurtenances and rights incident to, appurtenant to, or accompanying the above-described parcel of real property; and

ALL OF THE FOREGOING IS SUBJECT TO: All liens for current and future taxes, assessments, and charges imposed or levied by governmental or quasi-governmental authorities; all Patent reservations and exclusions; any mineral reservations of record and rights incident thereto; all instruments of record which affect the above-described Subdivision or any portion thereof including, without limitation, any mortgage or deed of trust; all visible and necessary easements and rights-of-way; all easements and rights-of-way of record; any easements, rights-of-way, encroachments, or discrepancies shown on or revealed by the Survey Maps or otherwise existing improvement, equipment, pipes, lines, cables, wires, utility systems, or similar facilities which traverse or partially occupy the above-described Subdivision; and all easements necessary for servicing,

repairing, ingress to, egress from, maintenance of, and replacement of all improvements, equipment, pipes, lines, cables, wires, utility systems, and similar facilities.

ARTICLE III. RESIDENTIAL AREA COVENANTS

1. Land Use and Building Type. This is a residential subdivision and all Lots must be used exclusively for residential purposes which includes both the architecture and appearance of the buildings and the nature of their use. All fences, outbuildings and parking areas are to be maintained as to not detract from the value of the adjacent property owners. All building plans and specifications must be approved by the Declarant in writing. The exterior elevations of all buildings shall be maintenance free stucco, brick, rock or hardy board type material.
2. Architectural Control. 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 Declarant as to the quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to 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.
3. Dwelling Cost, Quality and Size.
4. Lots under 8100 sq ft shall have No dwelling permitted on them with the finished above ground area, exclusive of open porches and garages, of less than Rambler 1300sq. feet (with a 2 car garage) and not less than 1500 sq. feet finished living space above ground for a two story. Lots over 8100 sq ft shall have No dwelling permitted on them with the finished above ground area, exclusive of open porches and garages, of less than Rambler 1400 sq. feet (with a 2 car garage) and not less than 1700 sq. feet finished living space above ground for a two story. All structures shall have 25% Rock or Brick on front, remainder of home to be stucco, brick, or fiber cement board. Multi-level dwelling not mentioned above must be reviewed for approval and acceptance by the architectural control committee. Used brick may only be used with approval of the architectural control committee. No vinyl or metal siding permitted.

5. All roofs shall have a minimum of 6/12 pitch roof, unless reviewed and approved. The construction materials for each home and or detached building shall be of quality equal to or superior to FHA or VA requirements. Concrete tilt up walls, steel framed buildings, log homes and other non-conventional type building systems will not be allowed unless such structure can be deemed in harmony with adjacent homes by the architectural control committee. No swamp cooler or window mount coolers are allowed. With unanimous approval of Architectural Control Committee, exceptions can be made to Section 1-3.
6. Location of Dwelling. The Declarant shall determine the location of a home upon a lot, which must be within the Buildable Area designated on the Map.
7. Easement. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Plat and over the rear ten (10) feet of each lot. 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 or 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 owner of the lot, except for those improvements for which a public authority or utility company is responsible.
8. Prohibited Activities. No noxious or offensive activity shall be carried on in, on or about any lot. Nothing shall be done or omitted on a lot which may be or may become an annoyance or nuisance to the neighborhood. The following acts or activities shall be deemed to constitute a nuisance:
 - a. The development of any unclean, unhealthy, unsightly, or unkempt condition .
 - b. The storage of any item, property or thing that will cause any lot to appear to be in an unsightly, unclean, unhealthy, or untidy condition or that will be noxious to the senses;
 - c. The storage of any substance, toxin, hazardous waste, pollutant, thing or material in, on or about any lot that do or are likely to emit any foul, unpleasant or noxious odors, or that do or are likely to cause any unreasonable amount of noise or other condition that does or is likely

to disturb the peace, quiet, safety, comfort, or serenity of the other residents at the Project;

- d. Actions or activities tending to cause embarrassment, discomfort, annoyance, distress or a disturbance to any other residents, or their guests or invitees, particularly if the local law enforcement agencies must be called to restore order; and
- e. The maintenance of any plants, animals, devices or things of any sort whose activities or existence in any way is illegal, noxious, dangerous, unsightly, unpleasant, or of any nature as may diminish or destroy the enjoyment of the neighborhood by or their residents, their guests, visitors or invitees.
- f. The drying of clothes or storage of any articles which are unsightly will not be permitted unless in enclosed areas designed for such purposes.

9. 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. No Mobile Homes, pre-fabricated homes, or homes built off the Property are permitted.

10. Signs. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot, one sign of not more than 2'x 2' square feet advertising the proper "For Sale" or "For Rent", except signs used by the Declarant to advertise the property during the construction and sales period may be as large as deemed appropriate by the Declarant.

11. Pets, Animals, Livestock and Poultry. Owner must abide by West Haven City ordinances with respect to pets. Pets may not create a nuisance. The following acts may constitute a nuisance: (a) causing damage to the property of anyone other than the pet owner; (b) causing unreasonable fouling of the air by odors; (c) causing unsanitary conditions; (d) defecating on any common area when the feces are not immediately cleaned up by the responsible party; (e) barking, howling, whining or making other disturbing noises in an excessive continuous or untimely fashion; (f) molesting or harassing passersby by lunging at them or chasing passing vehicles; (g) attacking or threatening to attack people or other domestic animals; (h) otherwise acting so as to bother annoy or disturb other reasonable residents or interfering with their right to the peaceful and quiet enjoyment of their property; or (I) the mere

number of pets maintained creates an offensive or dangerous condition to the health, welfare or safety of other residents.

12. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish, trash, refuse garbage or other waste, which 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 rubbish, trash, refuse, garbage, waste, litter, weeds, mud and dirt and other similar items by the lot owner, or builder.
13. Unsightly Materials and Objects. No unsightly materials, items, objects or things that impair the aesthetics or value or use or utility of the project are to be stored on any lot in view of the general public.
14. Sight Distance at Intersections. No fences, wall, hedge, or shrub planting which obstructs sight lies at elevations between two (2') and six (6') above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty five (25') feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply on a driveway or alley pavement. 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. Subject to West Haven City ordinance.
15. Oil and Mining Operations. 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 natural gas shall be erected, maintained or permitted upon any lot.
16. Slope and Drainage Control. No structure, planting or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction or flow of drainage channels or obstruct or retard the flow of water through drainage channels. The slope control areas of each lot and all improvements in them shall be maintained continuously by the owner of the lot, except for those

improvements for which a public authority or utility company is responsible.

17. Fencing. No fence or other similar structure shall be erected in any required front yard of a dwelling to a height in excess of three and one-half (3.5') feet; nor shall any fence or other similar structure be erected in any side or rear yard to a height in excess of six (6') feet. On corner lots, no fence or other similar structure shall be erected in any yard bordering a street or front yard of an adjoining lot to a height in excess of three and one-half (3.5') feet. Fencing shall be vinyl, iron, or composite.
18. Parking and Storage. All motor vehicles driven on or transported into the Project shall be subject to the following restrictions:
 - a. No damaged (in excess of \$1000.00) or inoperative motor vehicle or transportation device of any kind shall be placed or remain on any lot or adjacent street for more than forth-eight (48) hours.
 - b. No recreational, oversized, or commercial type vehicles and no tractor-trailer trucks shall be parked on the front yard setback of any lot, or within the side yard building setback on the street side of a corner lot, or on the residential street except while loading or unloading (no more than forth-eight (48) hours or more than one (1) time during any seven (7) day period or engaged in transportation
 - c. No pads used for the storage of vehicles or other materials either temporarily or permanently shall be constructed or installed, nor shall any trailers, mobile homes, trucks other than three (3) quarter ton capacity boats and watercraft, campers not on a truck bed, motor homes, buses, tractors, commercial, oversized or recreational vehicles, or maintenance and commercial equipment of any kind be parked or stored in the Project unless it is behind the front yard setback and without the side yard building setback on the street side of a corner lot.
 - d. No motor vehicle or any other transportation device of any kind may be parked or stationed in a fire lane or in a red zone, in an unsafe or dangerous manner, or so as to obstruct or block access to any lot, driveway, street, or other transportation device.
 - e. The storage or accumulation of junk, trash, manure or other offensive or commercial materials is prohibited.

- f. Facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view.
- g. Open yard space shall remain unoccupied and unobstructed by buildings, vehicles, and/or hard surfaces such as asphalt, cement and packed surface from this time henceforth and forever.
- h. Any violations of West Haven City ordinances are expressly prohibited.

19. Pools, Spas, Game Courts and Batting Cages. Pools, spas, game courts and batting cages shall be located so as to avoid unreasonably impacting adjacent properties with balls, light or sound. Pool heaters and pumps must be screened from view from the street.

20. Unsightly Work, Hobbies or Unkempt Condition. The pursuit of hobbies or other activities, including but not limited to the assembly and disassembly of motor vehicles and other mechanical devices that might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Project.

21. Business Use. No commercial trade or business may be conducted in or from any lot unless (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Lot; (b) the business activity conforms to all zoning requirements for the Project; (c) the business activity doesn't involve persons coming onto the project who do not reside in the Project or door-to-door solicitation of residents of the Project; and (d) the business activity is consistent with the residential character of the Project and doesn't constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Project, as may be determined in the sole discretion of the Declarant and/or Association.

22. Laws. Nothing shall be done or kept in, on or about any lot or any part thereof, which would be a violation of any statute, rule, law, ordinance, regulation, permit or other validly imposed requirement of any governmental body.

23. Landscaping. Each Lot Owner is responsible for the landscaping and maintenance of the landscaping on his Lot. All demolition, clearing, grubbing, stripping of soil, excavation, compaction and grading must be performed within the confines of the Lot. All landscaping in the Project

shall be maintained and cared for in a manner consistent with the standards of design and quality originally established by Declarant. All landscaping shall be maintained in an aesthetic, tasteful, clean, safe, sanitary, neat and orderly fashion. Any weeds or diseased or dead lawn, trees, ground cover or shrubbery shall be removed and replaced. All lawn areas shall be neatly mowed and trees, shrubs and bushes shall be neatly trimmed. Aesthetic considerations are important and all landscaping shall be tasteful, so as not to affect adversely the value or use of any other or to detract from the uniform design and appearance of the Project. All landscaping on each lot must be completed within 12 months of receiving the Certificate of Occupancy from West Haven City.

24. Default in Fulfillment of Landscaping Obligation. If any lot owner fails to fulfill his landscaping obligations and fails to cure the default within thirty (30) days after written notice West Haven shall have the right but not the duty, without further notice or warning to perform the maintenance and the cost thereof shall constitute the Individual Assessment of that Lot Owner.
25. Storage of Commercial Equipment. No lot shall be used or maintained as a storage area for commercial equipment of any kind for use in a trade or business except as permitted by county codes for a residential area and then it should be stored out of the general view.
26. Subdivision of Lots. No Lot Owner shall at any time be permitted to subdivide or attempt to subdivide his Lot.

ARTICLE IV. ARCHITECTURAL CONTROL COMMITTEE

1. Membership. The Architectural control Committee (the "ACC" shall consist of the Declarant, so long as it shall own any of the Lots in the subdivision. The ACC's approval or disapproval as required in these covenants shall be in writing. In the event the ACC, or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, the request shall be deemed to have been approved and the related covenants shall be deemed to have been fully complied with.

ARTICLE V. RIGHT OF ENTRY

1. Right of Entry. Wherever sanitary sewer connections, water connections, electricity, gas, telephone or drainage facilities are installed within the subject property, the owners of any Lot or Lots served by said connections, lines or facilities shall have the right and hereby granted an

easement to the full extent necessary therefore, to enter upon the Lots owned by others, or to have utility companies enter upon the Lots owned by others, in or upon which said connections, lines or facilities, or any portion thereof lie, to repair, replace and generally maintain said connections as and when the same may be necessary as set forth as set forth below. Any premises so entered shall be restored by those entering to as near its original condition as is reasonably possible. Nothing in this section can be construed to grant any new easement without the express written authorization of the Lot Owner.

ARTICLE VIII. DURATION, ENFORCEMENT AND AMENDMENT

1. Duration of Restrictions. These covenants are to run with the land and shall be binding upon all lot owners and all persons claiming any right, title or interest in or to the property by, through or under them for a period of forty (40) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by at least a majority of the then Lot Owners has been recorded, agreeing to change said covenants in whole or in part.
2. Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or avoidable for violation of the rule against perpetuities, then such provisions shall only continue until twenty-one (21) years after the death of all lives in being on the date this instrument is recorded, at which time they shall automatically terminate or be terminated.
3. Binding Effect of Covenants. All Lot Owners shall, at all times, obey all such rules covenants, conditions and restrictions, and see that the same are faithfully observed by those persons over whom they have or exercise control and supervision. It is understood and agreed that such rules, covenants, conditions and restrictions shall run with the land, and shall inure to the benefit of be binding upon all Lot owners and their heirs, successors and assigns.
4. Severability. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the above provisions, which shall remain in full force and effect.

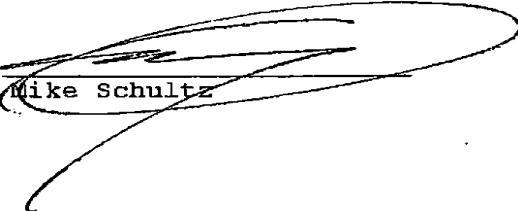
Notwithstanding any provision of this declaration to the contrary, West Haven City shall have the right, but not the obligation, to initiate litigation or arbitration against the Declarant or other originator of the Declaration - howsoever that the individual or entity may be dominated- as well as subsequent owner or entity who is or may be subject to the requirements of the Declaration, to enforce any of the terms of this declaration when, in the City's sole judgment, such action is necessary.

5. **Effective Date.** This Declaration of Protective Covenants shall become effective the date it is recorded in the Office of the County Recorder of Weber County, Utah.

IN WITNESS WHEREOF, the undersigned have executed these covenants and restrictions the 23 day of May, 2017.

Castle Creek Homes, LLC.

By:


Mike Schultz

STATE OF UTAH)
)ss
COUNTY OF Weber)

On the 23 day of May, 2017, personally appeared before me Mike Schultz, who by me being duly sworn, did say that they are equal partners of a Adams Farms Subdivision Utah corporation, and that the within and foregoing instrument was signed behalf of said corporation by authority of its By Laws or a resolution of its Board of Directors, and Mike Schultz duly acknowledged to me that said Corporation executed the same.

Joni Nielsen

NOTARY PUBLIC
Residing At:
Commission Expires:



EXHIBIT "A"

The Land described in the foregoing document is located in Weber County, Utah and is described more particularly as follows:

Attached Exhibit "A"

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EXHIBIT "A"

All of Lots 101 through 180 Tuscan Meadows Subdivision Phase 1, West Haven City, Weber County, Utah, according to the official plat thereof.

15-629-0001 through 15-629-0008