

Patio Springs, Inc.  
Edin 84310

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Patio Springs, Inc.  
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DECLARATION OF RESTRICTIONS

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PATIO SPRINGS UNIT ONE

FILED AND RECORDED FOR  
PATIO SPRINGS UNIT ONE

Edin 84310

THIS DECLARATION, made this 11th day of May, 1970, by Cosec and Company, a Utah partnership, hereinafter referred to as "Declarant," being the owner in fee, as Trustee for PATIO SPRINGS INCORPORATED, a Utah corporation, and acting pursuant to directions from PATIO SPRINGS INCORPORATED, as Trust beneficiary,

WITNESSETH:

WHEREAS, Declarant is the owner of all the real property set forth and described on those certain plats (herein collectively called "the plat") entitled Patio Springs Unit #1, which plat is recorded or intended to be recorded in the Records of Weber County, Utah, and is made a part hereof and incorporated hereinby reference; and

WHEREAS, all the real property described in the plat comprises in the aggregate a part of the Patio Springs general development (herein called "Development"); and

WHEREAS, there are subdivided numbered lots set forth and described in the recorded plat, which numbered lots comprise in the aggregate (herein called "Sub-division"), which is one of several subdivisions contemplated in the Patio Springs general development, which other subdivisions shall be developed from adjoining lands owned by Patio Springs; and

WHEREAS, Declarant is about to sell and convey said lots and before doing so desires to subject them to and impose upon them mutual and beneficial restrictions, covenants, conditions and charges, hereinafter collectively referred to as "Restrictions", under a general plan or scheme of improvement for the benefit and complement of all of the lots in the Subdivision, and the future owners of said lots;

NOW, THEREFORE, Declarant hereby declares that all of said lots are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved subject to the following Restrictions, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement and sale of said lots and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the property described in the plat and of the Development as a whole. All of the Restrictions shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest in and to the real property or any part or parts thereof subject to such Restrictions.

1. APPLICABILITY

These Restrictions shall apply to subdivided numbered lots, and to other lands designated on the plat, as set forth herein.

2. TERM

A. These Restrictions shall affect and run with the land and shall exist and be binding upon all parties and all persons claiming under them until January 1, 1990, after which time the same shall be extended for successive periods of ten (10) years each, unless an instrument signed by a majority of the then owners of the lots subject thereto has been recorded, agreeing to change the covenants in whole or in part; provided, however, that at any time before January 1, 1960, these Restrictions may be amended by the vote of the then record owners of two-thirds (2/3) of such lots and thereafter by a majority of such owners.

B. Declarant reserves to itself, its successors and assigns the right to revoke at any time prior to the sale of any lot within the Subdivision all or any of these Restrictions and further to vacate any or all of the streets, parks, recreational facilities and any other amenity shown on the recorded plats.

### 3. 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 in the Subdivision and the Development and are intended to create mutual, equitable servitudes upon each of said lots in favor of each and all of the other lots 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 such 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 Development and their respective owners. Restrictions substantially the same as those contained herein shall be recorded on all future subdivisions of the Development in conformity with the general scheme of improvement of all lands to be included therein.

### 4. ENVIRONMENTAL CONTROL COMMITTEE

A. All plans and specification for any structure or improvement whatsoever to be erected on or moved upon or to any lot, and the proposed location thereof on any lot or lots, the construction material, the roofs and exterior color schemes, any later changes or additions after initial approval thereof and any remodeling, reconstruction, alterations, or additions thereto on any lot shall be subject to and shall require the approval in writing before any such work is commenced of the Environmental Control Committee (herein called "Committee"), as the same is from time to time composed.

B. The Committee shall be composed of three (3) members to be appointed by Declarant. Committee members shall be subject to removal by Declarant and any vacancies from time to time existing shall be filled by appointment of Declarant, or in the event of Declarant's failure to so appoint within two (2) months after any such vacancy, then by the Board of Directors of the Patio Springs Home Owners Association, West (herein called "Association"); provided, however, that at any time hereafter the Declarant may, at its sole option, relinquish to the Board of Directors of the Association the power of appointment and removal reserved herein to the Declarant. Such transfer of power must be evidenced in writing.

C. There shall be submitted to the Committee a building application on forms approved by Declarant together with two (2) complete sets of plans and specification for any and all proposed improvements, the erection or alteration of which is desired, and no structures or improvements of any kind shall be erected, altered, placed or maintained upon any lot unless and until the final plans, elevations, and specifications therefor have received such written approval as herein provided. Such plans shall include plot plans showing the location on the lot of the building, wall, fence, or other structure proposed to be constructed, altered, placed or maintained, together with the schemes for roofs and exteriors thereof and proposed landscape planting. A filing fee of \$30.00 shall accompany the submission of such application and plans to defray Committee expenses. No additional fee shall be required for resubmission of plans revised in accordance with Committee recommendation; more complete instructions in Appendix "A" attached hereto.

D. The Committee shall approve or disapprove plans, specifications and details within thirty (30) days from the receipt thereof. One (1) set of said plans and specifications and details with the approval or disapproval endorsed thereon, shall be returned to the person submitting them and the other copy thereof shall be retained by the Committee for its permanent files.

E. The Committee shall have the right to disapprove any plans, specifications or details submitted to it in the event the same are not in accordance with all of the provisions of these Restrictions; if the design or color scheme of the proposed building or other structure is not in harmony with the general surroundings of such lot or with the adjacent buildings or structures; if the plans and specifications submitted are incomplete; or in the event the Committee deems the plans, specifications or details, or any part thereof, to be contrary to the interests, welfare or rights of all or any part of the real property subject hereto, or the owners thereof. The decisions of the Committee shall be final.

F. Neither the Committee nor any architect or agent thereof or of Declarant shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications.

G. The Committee shall have the authority to set up regulations as to the height and size requirements for all other types of outbuildings and structures, including fences, walls, copings, etc.

H. Whenever the Committee shall approve plans and specifications for a pier or similar structure on or extending into any waterway, such approval shall constitute a mere revocable privilege from Declarant or its successor or successors in interest for the construction, placement and maintenance of the proposed structure.

#### 5. LAND USE AND IMPROVEMENTS

##### (1) Uses Permitted

- (a) Single family dwelling
- (b) Use, buildings and structures customarily incidental to single family dwellings.
- (c) Golf courses and country clubs
- (d) Public parks, playgrounds, community centers, and recreation areas.

##### (2) Minimum Lot Size

- (a) 15,000 square feet (except in cluster provisions as established by Weber County).

##### (3) Set-Back Requirements

To retain desired separation of buildings on adjacent lots, yet to eliminate undesirable rigidity in the pattern of dwellings created by ordinary setback lines, and to encourage greater opportunity for individual freedom for development of the lots, the following guide-lines are set:

- (a) Dwelling setbacks shall be 30 feet for front yards, along a line paralleling the front property line, 10 feet for side yards, along a line paralleling side property lines, 30 feet for rear yards, along a line paralleling the rear yard line, except that this rear yard may be reduced to 15'0" where bordering on the golf course or other designated "open area" within the subdivision, provided that no dwelling shall be constructed nearer than 20'0" from a bordering street.

- (b) Garage, carport and building setbacks (not habitable rooms) shall be 10'0" for front property line, 3'0" for side property lines, and 3'0" for rear property lines except that such shall not be constructed nearer than 10'0" from any bordering public street.
- (c) Provided, that no dwelling may be constructed nearer than 15'0" from an accessory building or 25'0" from a dwelling on an adjacent lot, and no accessory building may be constructed nearer than 15'0" from a dwelling on an adjacent lot. (First issued building permit shall prevail in situations where buildings are planned but not yet constructed on adjacent lots. Such permits shall be good for one year only.)

6. PARTICULAR RULES FOR APPLICATION OF SET-BACK REQUIREMENTS

- A. If the line with respect to which a set-back measurement is to be made is a meandering line, the average length of the two lot lines that intersect said meandering line shall be determined, and using that average length, an imaginary straight line shall be drawn through the meandering line and the set-back measurement shall be made along a line perpendicular to such imaginary line.
- B. The term "side line" defines a lot boundary line that extends from the street on which the lot abuts to the rear line of the lot.
- C. The term "rear lot line" defines the boundary line of the lot that is farthest from, and substantially parallel to, the line of the street on which the lot abuts, except that on corner lots it may be determined from either street line.
- D. A corner lot shall be deemed to have a front line on each street on which the lot abuts, and such lot need have only one rear yard.
- E. The set-back lines set forth above are subject to and may be superseded by such set-back lines as are shown on the recorded plat, it being intended hereby that the plat shall take precedence.

7. GENERAL PROHIBITIONS AND REQUIREMENTS

- A. The following general prohibitions and requirements shall prevail as to the construction or activities conducted on any lot in the Subdivision or Development.
  - (1) No permanent dwelling house or dwelling Unit having a ground floor living area of less than 1,000 square feet, exclusive of open porches, pergolas or attached garage, if any, shall be erected, permitted or maintained on any of said lots. Permanent dwellings of less than 1,000 square feet of ground floor living area which have exceptional planning will be accepted only upon written approval by the Patio Springs Architectural Committee. Permanent dwellings shall be of masonry, stucco or insulated frame construction. All dwellings shall be set on permanent foundations or piers. (This paragraph shall not apply to any temporary building used for storage or watchmen during the progress of construction continuously prosecuted.)
  - (2) No outside toilet or individual water well shall be constructed on any lot. Septic systems may be allowed provided that prior to construction, each lot must be tested by the County and State Health Departments, and each septic system must meet the Health Departments' requirements for said lot. Further, the following lots are limited to a sealed vault sewage system which must meet the requirements of the State Health Department: Lots numbered 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 73, 74; however, the above numbered lots may be connected to a central sewage system provided said system meets the requirements of the State Health Department. All plumbing fixtures shall be connected to an individual or central sewage system as permitted above.



- (3) No temporary house, trailer, tent, garage, or other out-building shall be placed or erected on any lot, provided, however, that the Committee may grant permission for any such temporary structure for storage of materials during construction. No such temporary structures as may be approved shall be used at any time as dwelling place, nor shall any overnight camping be permitted on any lot, without approval of Committee.
- (4) Once construction of improvements is started on any lot, the improvements must be substantially completed in accordance with plans and specifications, as approved, within twelve (12) months from commencement.
- (5) No residence shall be occupied until the same has been substantially completed in accordance with its plans and specifications. Certificate of Substantial Completion for Occupancy to be issued by representative of Committee.
- (6) All structures constructed or placed on any lot shall be constructed with a substantial quantity of new material and no used structures shall be relocated or placed on any such lot.
- (7) No animals or livestock of any description, except the usual household pets, shall be kept on any lot other than agricultural lots or lots designated specifically for such purposes.
- (8) All signs, billboards, or advertising structures of any kind are prohibited except upon application to and written permission from the Committee.
- (9) No stripped down, partially wrecked, or junk motor vehicles, or sizeable part thereof, shall be permitted to be parked on any street in the Subdivision or Development or on any lot.
- (10) Every tank for the storage of fuel installed outside any building in the Subdivision or Development shall be either buried below the surface of the ground or screened to the satisfaction of the Committee by fencing or shrubbery. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed underground, screened or so placed and kept as not to be visible from any street, waterway or golf course within the Subdivision or Development at any time except during refuse collections.
- (11) All outdoor clothes poles, clothes lines and similar equipment shall be so placed or screened by shrubbery as not to be visible from any street, waterway or golf course within the Subdivision or Development.
- (12) No owner of any lot shall build or permit the building thereon of any dwelling house that is to be used as a model house or exhibit unless prior written permission to do so shall have been obtained from the Committee.
- (13) All lots, whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in such manner as to prevent their becoming unsightly by reason of unattractive growth on such lot or the accumulation of rubbish or debris thereon.
- (14) No noxious, offensive or illegal activities shall be carried on on any lot nor shall anything be done on any lot that shall be or become an unreasonable annoyance or nuisance to the neighborhood.

- (15) No oil or natural gas drilling, refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot.
- (16) No commercial type truck shall be parked for storage overnight or longer, on any lot in the Subdivision or Development in such a manner as to be visible to the occupants of the other lots in the Subdivision or Development or the users of any street, waterway, or golf course within the Subdivision or Development, unless the prior written approval of the Committee has been obtained.
- (17) Any dwelling or outbuilding on any lot in the Subdivision or Development which may be destroyed in whole or in part by fire, windstorm or for any other cause or act of God must be rebuilt or all debris removed and the lot restored to a slightly condition with reasonable promptness, provided, however, that in no event shall such debris remain longer than sixty (60) days.
- (18) No tree shall be removed from any numbered lot in the Subdivision or Development without the written consent of the Committee.
- (19) No trash, ashes, garbage or other refuse shall be dumped or stored or accumulated on any lot or be thrown into or left on the shoreline of any waterway in the Subdivision or Development. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted. In order to enhance the appearance and orderliness of the Subdivision or Development, the Declarant hereby reserves for itself, its successors and assigns, the exclusive right to operate, or from time to time to grant an exclusive license to a third party to operate a commercial scavenging service within the Subdivision or Development for the purpose of removing garbage, trash and other like household refuse. Such refuse collection and removal service shall be provided not less than once each week on a day or days designated by the Declarant or its successors or assigns. The charge to be made for such refuse collection and removal service shall be at a reasonable rate commensurate with the rates charged by commercial scavengers serving other subdivisions of high standards in the area, and shall be subject to change from time to time.
- (20) No change in ground level may be made of any lot in excess of one foot from existing grades without the written approval of the Committee obtained prior to the commencement of work.

#### 8. VARIANCES

The Committee may allow reasonable variances and adjustments of these Restrictions in order to overcome practical difficulties and prevent unnecessary hardships in the application of the provisions contained herein; provided, however, that such is done in 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 the other property or improvements in the neighborhood, the Subdivision or the Development.

#### 9. EASEMENTS

A. The Declarant reserves unto itself, its successors and assigns, certain easements along, across, over and upon the real estate that constitutes the Development. The easements so reserved by the Declarant are described as follows:

- (1) Declarant, for itself, its successors and assigns and licensees, reserves a ten (10) foot wide easement along all road rights-of-way; and a three (3) foot easement along the side lines and rear property lines of each and every lot in the Development for the purpose of installing, maintaining and operating utility mains and/or drainage easements thereon, together with the right to trim, cut or remove any trees and/or brush, and the right to locate braces and anchors wherever necessary for said installation, maintenance and operations, together with the right to install and maintain and operate utility mains and appurtenances thereto, and reserving unto itself, its successors, assigns and licensees, the right to ingress and egress to such areas for any of the purposes heretofore mentioned. No permanent building shall be placed on such easements, but the same may be used for gardens, shrubs, landscaping and other purposes, provided that such use or uses does not interfere with the use of such easement for their intended purposes. In instances where an owner of two or more adjoining lots erects and constructs a dwelling or building which will cross over or through a common lot line, the same shall not be subject to the aforementioned three (3) foot easement along or upon the contiguous or common lot line, except where utility lines or mains have been platted or installed.
- (2) Declarant reserves unto itself, its successors and assigns and licensees, the right to cause or permit drainage of surface water over and/or through said lots, and further, it reserves an easement on, over and under all road rights-of-way for the purpose of installing, maintaining and operating utilities or drainage.
- (3) Each lot shall further be subject to an easement for the maintenance and permanent stabilization control of slopes.
- (4) No owner of any lot in the Development shall have any claim or cause of action against Declarant, its successors, assigns or licensees, either in law or in equity, and arising out of exercise of any easement reserved hereunder, excepting in cases of wilful or wanton negligence.
- (5) All lot owners will install culverts between the road rights-of-way and their lots in conformity with specifications and recommendations of the Committee hereinabove described.

#### B. RULES FOR DETERMINATION OF LOCATION OF EASEMENTS

The rules prescribed in paragraph five (5) of the Restrictions above for the establishment of set-back lines that must be measured from meandered lines may be applied, whenever necessary, and with such adaptations as are necessary, in defining the location of any easement that is to encumber a strip of land contiguous to a meandered line.

C. On each lot, the rights-of-way and easement areas reserved by Declarant or dedicated to public utilities purposes shall be maintained continuously by the lot owner but no structures, plantings or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with the installation or maintenance of utilities, which may change the direction of flow of drainage channels in the easements, which may obstruct or retard the flow of water through drainage channels in the easements, or which damage or interfere with established slop ratios or create erosion or sliding problems, provided, however that where the existing location of a drainage channel would hinder the orderly development of a lot the drainage channel may be relocated provided such relocation does not cause an encroachment on any other lot in the Subdivision or Development and upon written approval from the Committee. Improvements within such areas shall also be maintained by the respective lot owner except for those for which a public authority or utility company is responsible.

except for those for which a public authority or utility company is responsible.

D. Whenever two or more contiguous lots in the Development shall be owned by the same person, and such person shall desire to use two or more of said lots as a site for a single-dwelling house, he shall apply in writing to the Committee for permission so to use said lots. If written permission of such a use shall be granted, the lots constituting the site for such single-dwelling house shall be treated as a single lot for the purpose of applying these Restrictions to said lots, so long as the lots remain improved with a single-dwelling house.

E. The lots in the Subdivision or Development shall be burdened by such additional easements as may be shown on the recorded plats.

F. Every lot in the Subdivision or Development that lies contiguous to a waterway shall be subject to an inundation or a flowage easement to an elevation on the lot equal to the high-water line.

#### 10. OWNERSHIP, USE AND ENJOYMENT OF PARKS AND RECREATIONAL AMENITIES

A. All parks, recreational facilities and other amenities within the Subdivision or Development are private, and neither the Declarant's recording of the plat nor any other act of Declarant with respect to the plat, shall be construed as a dedication to the public, but rather all such parks, recreational facilities and other amenities shall be for the use and enjoyment of members or associate members of the Patio Springs Home Owners Association, West, to residents of rental properties, other classifications of persons as may be designated by the Declarant, and to the guests of such members of the Association or other residents of Patio Springs who qualify for the use and enjoyment of the facilities.

B. The ownership of all recreational facilities within the Subdivision and Development shall be in Declarant or its designee, however Declarant shall convey any or all of the facilities designated as common areas on the plat to Patio Springs Home Owners Association, Inc., and such conveyance shall be accepted by it.

#### 11. PATIO SPRINGS HOME OWNERS ASSOCIATION, WEST

A. Every person acquiring legal or equitable title to any lot in the Subdivision, becomes a member of the Patio Springs Home Owners Association, West, a Utah non-profit corporation, herein referred to as "Association", and with such ownership in the Subdivision and membership in the Association, he then becomes subject to the requirements and limitations imposed in these Restrictions and to the regulations and assessments of the Association, with the exception, however, of such person or persons who hold an interest in any such lot merely as security for the performance of an obligation to pay money, e.g., mortgages, deeds or trust, or real estate contract purchases. However, if such a person should realize upon his security and become the real owner of a lot within the Subdivision, he will then be subject to all the requirements and limitations imposed in these Restrictions on owners of lots within the Subdivision and on members of the Association, including those provisions with respect to alienation and the payment of an annual charge.

B. The general purpose of the Association is to further and promote the community welfare of property owners in the Subdivision.

C. The Association shall be responsible for the maintenance, upkeep and repair, and the establishment and enforcement of rules and regulations concerning the operation and use, of all recreational facilities, and other properties within the Subdivision as it may from time to time own. The Association may provide fire and police protection for the residents of the Subdivision.



In the event that the Association at any time fails to properly maintain such parks and recreational facilities, or fails to provide adequate fire and police protection, the Declarant may in its sole discretion enter upon and make any and all repairs, or may maintain any of the properties under the responsibility of the Association, or the Declarant may adopt measures to provide adequate fire and police protection and may charge the Association for all such repairs or protections, provided, however, that Declarant shall under no circumstances be obligated to take any such action.

D. The Association shall have all the powers that are set out in its Articles of Incorporation and all other powers that belong to it by operation of law, including (but not limited to) the power to assess and collect from every member of the Association a uniform monthly charge per single-family residential lot within the Subdivision. The amount of such charge is to be determined by the Board of Directors of the Association for the purposes set forth in the Articles of Incorporation, and the charge in no event shall be less than Two (\$2.00) Dollars per month, payable annually, and provided further that no such charge shall ever be made against, or be payable by, the Declarant, the Association itself, or any corporation or corporations that may be created to acquire title to, and operate, the water or sewer utilities serving the Subdivision and Development, any commercial operations or any waterway, beach, access tract, marina, golf course, tennis courts, swimming pool, clubhouse, clubhouse grounds, campgrounds, or other like recreational facilities within the Development.

Motel and hotel property owners and others may contract for the use of the recreational properties and facilities within the Subdivision for their guests upon such terms and conditions and for such fees as may be mutually agreed upon from time to time between the operators of such properties and the Declarant or the Board of Directors of the Association.

- (1) All monthly charges are payable annually by the member to the Association on or before the first day of May of each year, for the ensuing year. The Board of Directors of the Association shall fix the amount of the annual charge per lot by the first day of April of each year, and written notice of the charge so fixed shall be sent to each member in the event it is changed from the previous year.
- (2) Every person who shall become the legal or equitable owner of any lot in the Subdivision by any means is, by the act of acquiring such title, or by the act of contracting to acquire such title, held to have agreed to pay the Association all charges that the Association shall make in accordance with these Restrictions. If such payment is not made when due, it shall bear interest from the due date at the rate of eight (8%) percent per annum. The Association may publish the name of a delinquent member and may file notice that it is the owner of a lien to secure payment of the unpaid charge plus costs and reasonable attorney's fees, and which lien shall encumber the lot or lots and may be foreclosed in accordance with the laws of the State of Utah.
- (3) The Association shall upon demand at any time furnish a list of members who have paid such assessment or of such members who are then delinquent in the payment of such assessments.

E. The fund accumulated as a result of the charges levied by the Association shall be used exclusively for purposes of promoting the recreation, health, safety and welfare of the members of the Association and in particular providing police and fire protection and the maintenance of the waterways, parks, and other recreational facilities.

F. The lien of a mortgage or deed of trust placed upon any lot for the purpose of permanent financing and/or constructing a residence or other improvement thereon, shall be superior to any such lien as provided for in these Restrictions.

G. The Board of Directors of the Association shall have the right to suspend voting rights (if any) and the right to the use of the recreational facilities of any member or associate member if any charge owed (as assessed under paragraphs 11-D and 12 of these Restrictions) remains unpaid; or for any continuing violation of the restrictive covenants for the Subdivision, after the existence of the violation has been brought to the attention of the member in writing by the Board of Directors of the Association; or during the period that any utility bill for water or sewer service remains unpaid.

#### 12. ASSOCIATION'S RIGHT TO PERFORM CERTAIN MAINTENANCE

In the event an owner of any lot in the Subdivision shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors of the Association, the Association shall have the right to enter upon said lot and repair and restore the lot and the exterior of any improvements erected thereon. Such right shall not be exercised unless two-thirds (2/3) of the Board of Directors shall have voted in favor of such action. The cost of such exterior restoration and maintenance shall be added to and become a part of the annual charge to which such lot is subject. The Association shall not be liable for any damage which may result from any maintenance work performed hereunder.

#### 13. RESERVATION OF EASEMENT FOR OPERATION OF WATERWAYS

The Declarant reserves to itself, and its successors and assigns, and to the Association, such easement through the waterfront portion of each of such lots as are contiguous to a waterway as is reasonably necessary in connection with operating said waterways, and Declarant shall not be liable for any loss of property or for damage caused by act of nature or act of God.

#### 14. CHARGES FOR WATER AND/OR SEWER SERVICE

Every legal or equitable owner of a lot in the Subdivision shall pay charges for water and sewer service in accordance with rates as approved from time to time by the Public Utilities Commission of the State of Utah, or by the Water and Sanitation District.

Each lot owner in the Subdivision or development shall be required to connect to domestic water and sewer systems when provided prior to the completion of the construction and prior to occupancy of the dwelling or improvement on the lot, and thereafter, shall pay for water and sewer service at reasonable consumption rates, subject to the above monthly minimum charge, all of such rates and charges being subject to change and to prior approval of the Public Utilities Commission of the State of Utah, easements in addition to those reserved throughout these restrictions and on the recorded plats shall be granted for the practical construction, operation and maintenance of such water and sewer facilities upon request of the Declarant or the applicable utility or Water and Sanitation District. It is further understood that domestic water will not be used for irrigation.

#### 15. REMEDIES

A. The Association or any party to whose benefit these Restrictions inure, including the Declarant and assigns, may proceed at law or in equity to prevent the occurrence, continuation or violation of any of these Restrictions; provided, however, that it is expressly understood that neither Declarant nor the Association shall be liable for damages of any kind to any party for failing to either abide by, enforce, or carry out any of these Restrictions.

B. No delay or failure on the part of an aggrieved party to invoke an available remedy set forth in 15A above in respect of a violation of any of these Restrictions shall be held to be a waiver by that party of (of an estoppel of that party to assert) any right available to him upon the recurrence or continuation of said violation or the occurrence of a different violation.

## 16. GRANTEE'S ACCEPTANCE

A. The Grantee of any lot subject to the coverage of the Declaration, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarant or 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 also the jurisdiction, rights and powers of Declarant and of the Association and by such acceptance shall for himself, his heirs, personal representatives, successors and assigns, covenant, consent and agree to and with Declarant, the Association, and to and with the grantees and subsequent owners of each of the lots within the Development to keep, observe, comply with and perform said Restrictions and agreements.

B. Each such grantee also agrees, by such acceptance, to assume, as against Declarant, its successors or assigns, all the risks and hazards of ownership or occupancy attendant to such lot, including but not limited to its proximity to golf course fairways or waterways.

## 17. SEVERABILITY

Every one of the Restrictions is hereby declared to be independent of, and severable from, the rest of the Restrictions and of and from every other one of the Restrictions and of and from every combination of the Restrictions. Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable or to lack the quality of running with the land, that holding shall be unenforceable or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability, or "running" quality of any other one of the Restrictions.

## 18. CAPTIONS

The underlined captions preceding the various paragraphs and subparagraphs of these Restrictions are for convenience of reference only, and none of them shall be used as an aid to the construction of any provision of the Restrictions. Whenever and wherever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

## 19. RESERVATIONS

Declarant reserves the right from time to time to waive any of the Restrictions herein contained as to any lot or lots by agreement with the lot owner, and Declarant reserves the right from time to time to waive any Restrictions as to any lot or lots which it then owns.

IN WITNESS THEREOF, the Declarant has executed this Declaration on the day and year first above written.

ATTEST:

STATE OF UTAH )  
COUNTY OF WEBER ) SS

This instrument was acknowledged before me this 14 day of August, 1970, by \_\_\_\_\_ and \_\_\_\_\_ as \_\_\_\_\_, respectively, of \_\_\_\_\_, a Utah ~~partnership~~ incorporation, acting as Trustee.

MY COMMISSION EXPIRES Nov. 2, 1973

Patio Springs Inc.  
A Utah Partnership as Trustee

By: Chris J. Gensel

James M. Butcher  
NOTARY PUBLIC

APPENDIX "A"

Instructions for Submission of Drawings for Residences  
to be Constructed in Patio Springs, Unit I, Subdivision,  
Weber County, Utah.

Please read the regulations carefully:

To maintain a degree of protection to the investment which dwelling owners in this area may make, houses of superior designs are requisite. Designs shall be limited to those prepared by architects licensed to practice in the state of Utah or by designers of outstanding ability whose previous work may be reviewed by the Architectural Committee as a part of the approval process.

It is the intent of the committee to dictate a general style of architecture within each cluster. This requires that the building be in good taste, well proportioned, carefully studied, and properly related to the shape and contour of the lot upon which it is placed, and that materials, shapes, colors, and general characters of the building also shall relate to the surrounding houses already constructed or approved in the cluster.

Preliminary Drawings - (to be filed for approval, and accepted before working drawings are begun)

Shall include as minimum the following:

- \_\_\_ 1. Plot Plan
- \_\_\_ 2. Floor Plans of each floor level
- \_\_\_ 3. Elevations of all sides of the house
- \_\_\_ 4. One major section through house
- \_\_\_ 5. A perspective
- \_\_\_ 6. Outline specifications which shall give basic structural system and note all materials to be used on the exterior of the residence.

Working Drawings - (To be filed for approval, and accepted before construction is begun)

Shall include as minimum:

- \_\_\_ 1. Detailed plot plan showing contours on 2'0" intervals, walks, drives, and general landscape plans.
- \_\_\_ 2. Detailed floor plans
- \_\_\_ 3. Detailed Elevations
- \_\_\_ 4. Detailed Sections - Cross and Longitudinal
- \_\_\_ 5. Details of cornices, porches, windows, doors, garage or carports, garden walls, steps, patios, etc.

Specifications shall give complete descriptions of materials to be used. Supplement these with a schedule of the colors of all materials to be used on the exterior of the residence and accessory buildings.

The Architectural Committee has the right to accept or to deny any request for approval, and in the case of denial, has the obligation to prepare in writing a general statement to the applicant of other requirements which need to be met to obtain approval; but the committee has no obligation to the applicant beyond such statement, except to be fair and impartial in all of its judgements.