

American Land Development  
P.O. Box 162  
Roy, Utah 84067

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DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS, RESTRICTIONS, AND EASEMENTS

AFFECTING PROPERTY OF  
LAKESIDE ACRES SUBDIVISION, WEBER COUNTY, STATE OF UTAH

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J. L. ...

THIS DECLARATION, made this 12 day of January, 1978,  
by AMERICAN LAND DEVELOPMENT AND CONSTRUCTION, INC., a Utah Corporation,  
hereinafter called "Declarants,"

W I T N E S S E T H:

WHEREAS, Declarants are the legal and beneficial owners of real prop-  
erty described in Item I of this Declaration and are desirous of subjecting  
said real property to the restrictions, covenants, reservations, and ease-  
ments hereinafter set forth,

THEREFORE, Declarants hereby declare that the property described in  
and referred to in Item I hereof is held and shall be held, sold, conveyed,  
leased, occupied, resided upon, hypothecated, and mortgaged subject to  
the following agreements, restrictions, conditions, and covenants between  
themselves and the several owners and purchasers of said property and their  
heirs, successors, and assigns.

NOW, THEREFORE, all of said restrictions, conditions, covenants, and  
agreements are made for the direct, mutual, and reciprocal benefit of each  
and every lot created within the property described in Item I, are intended  
to create mutual and equitable servitude upon each of said lots in favor of  
every other lot created on the aforesaid property, are to create reciprocal  
rights and obligations between the respective owners of all of the lots so  
created, and are to create a privity of contract and estate between the  
grantor and the grantees of said lots, their heirs, successors, and assigns  
as to each said lot, and operate as covenants running with the land for the  
benefit of all other lots, as follows:

I. PROPERTY DESCRIPTION.

The real property, referred to above and hereinafter, is located in

08-147-000170 0024

Weber County, State of Utah, and is more particularly described as follows,  
to wit:

All of LAKESIDE ACRES SUBDIVISION, according to the official plat, as recorded in the office of the County Recorder, Weber County, State of Utah.

No property, other than that described above, shall be deemed subject to this Declaration unless and until specifically made subject thereto. The Declarants may, from time to time, subject additional real property to the conditions, restrictions, covenants, and reservations herein set forth by appropriate reference thereto:

## II. ARCHITECTURAL CONTROL COMMITTEE.

- A. Membership: The Architectural Control Committee is composed of Charles W. Fox and Daniel A. Clark. A majority of the Committee may designate a representative to act for it. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The Committee shall be composed of at least two (2) members at all times and may release and appoint new members to the Committee with a majority approval.
- B. Term: The Committee shall remain in existence until such time as all of the lots in said subdivision are sold, upon which time a Property Owners Association Committee shall be formed and appointed by the then existing Architectural Control Committee.
- C. Functions: The functions of said Committee shall be to pass upon, approve, or reject any plans or specifications for structures to be erected on lots in said tract; so that all structures shall conform to the restrictions and general plans of the Declarants for the improvement and development of the whole tract. Nothing in this paragraph shall be construed as authorizing or empowering the Committee to change or waive any restrictions set forth in this Declaration, except as herein specifically provided. The Committee may act by one (1) of its members, and any authorization, approval, or power made by the Committee must be in writing or signed by at least one (1) member.

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, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation.

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

### III. PROPERTY OWNERS ASSOCIATION COMMITTEE.

The Committee shall consist of at least five (5) property owners and shall come into existence upon all of the lots being sold, with initial members being appointed by the Architectural Control Committee. The Committee shall remain in existence to enforce compliance with the covenants and restrictions herein contained. A majority of the Committee shall have the power to remove and appoint new members. All covenants and restrictions are binding upon and shall be upheld by the Committee and its successors. The Committee has all the powers, responsibilities, duties, and functions of the Architectural Control Committee, as contained in Item II.

### IV. IMPROVEMENTS.

- A. Type of Structures: No building other than one single family dwelling house and any appropriate outbuildings (which shall be approved by the Architectural Control Committee, pursuant to completion of all residential housing, and thereafter by the Property Owners Association) shall be erected on any of said lots, nor shall any house constructed on said lots be used for purposes other than a dwelling house or appurtenant outhouse. Said family dwelling shall be not less than 1,100 sq. feet on the main floor and have an attached two (2)-car garage with doors installed. All dwellings must have "hip" or "gabled" roofs, with flat, graveled, or built-up roofs not permitted. Barns may be constructed, provided they comply with all zoning ordinance regulations as to size, minimum setbacks, and side-yards and are painted within one (1) year of construction. Temporary structures are not permitted.
- B. Landscaping: All family dwellings are to be landscaped in front and on sideyards within one (1) year after construction begins.

### V. RESTRICTIONS.

The use, development, enjoyment, ownership, transfer, and hypothecation of all the lots and land within the property described in Item I shall be subject to the following restrictions:

- A. Private Residence: Said premises shall be used for private residence purposes only, except as hereinafter set forth, and no structure of any kind shall be moved from any other place upon said premises, nor shall any incomplete building be permitted to remain incomplete for a period in excess of one (1) year from the date the building was started. Once building has begun, it must be pursued until complete.
- B. Setbacks: No dwelling house or other structure shall be constructed or situated on any of said lots created, except in conformity with the "setback" lines established by county zoning ordinance.

- C. 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 material shall be kept in a clean and sanitary condition.
- D. Pets, Animals, Etc.: No animals, other than horses, cows, dogs, cats, and a reasonable and usual number of household pets may be kept. Animals shall not be maintained for any commercial purpose.
- E. Signs: No sign of any kind shall be displayed to the public view on any lot, except property-for-sale signs.
- F. Nuisances: No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

#### VI. GENERAL PROVISIONS.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (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.

#### VII. EASEMENTS.

Easements for installation and maintenance of utilities and drainage facilities are reserved, as shown on the recorded plat.

#### VIII. RESUBDIVISION OF SITES.

None of said lots may be resubdivided, unless approved in writing by Declarants, their successors, or assigns.

#### IX. SEVERABILITY.

It is expressly agreed that in the event any covenant, condition, or restriction hereinbefore contained, or any portion thereof, is held invalid or void, such invalidity or voidness shall in no way affect any valid covenant, condition, or restriction, which shall remain in full force and effect.

X. ACCEPTANCE OF RESTRICTIONS.

All purchasers of property described above shall, by acceptance of contracts or deeds for any lot or lots shown thereon, or any portion thereof, thereby be conclusively deemed to have consented and agreed to all restrictions, conditions, covenants, and agreements set forth.

IN WITNESS WHEREOF, we have set our hands and seals this day and year first above written.

AMERICAN LAND DEVELOPMENT AND CONSTRUCTION, INC.

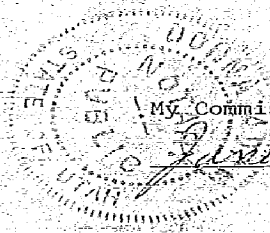
By Daniel A. Clark

By [Signature]

STATE OF UTAH, )  
COUNTY OF WEBER) ss:

On this 12th day of January, 1977, the signers of the foregoing instrument subscribed and duly acknowledged before me that they executed the same.

Donna Adam  
Notary Public



My Commission Expires: January 22, 1978

Residing At: Ogden, Utah