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12-260-0001 thru 0036

All Lots DEC - 4 1996

DECLARATION OF PROTECTIVE COVENANTS
FOR
HUCKLEBERRY SUBDIVISION PHASE 1

E 1291125 B 2070 P 1080
CAROL DEAN PAGE, DAVIS CNTY RECORDER
1996 DEC 4 12:34 PM FEE 55.00 DEP REC
RECORDS & RECORDS DIVISION

WHEREAS, BENCHMARK REAL ESTATE COMPANY, is the owner and possessor of the described property situated in Davis County, Utah, (See Attached Exhibit "A").

And it is Benchmarks desire and intent to place certain restrictions on the lots included within said subdivision, to insure a uniform development and to enhance the future value thereof.

NOW, THEREFORE, we do hereby state and declare that all of said lots in said subdivision shall be henceforth conveyed subject to the following:

1. LAND USE AND BUILDING TYPE. No lot 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 garage for not less than 2 nor not more than 4 cars. Also out buildings will be allowed. The Architectural Control Committee may, however, permit one or more of the lots to be used for school or church purposes or to be used for recreational facilities for the benefit of the owners of some or all of the other lots described above. Any prefabricated, modular, or preconstructed buildings of any type must be approved in advance by the Architectural Control Committee.

2. ARCHITECTURAL CONTROL. No building shall be erected, placed or altered on any lot until the construction plans and specifications and site plans 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 locations with respect to topography and finished grade elevation and to meet Syracuse City Requirements. No structure of any kind shall be moved from any other prior residence 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 Architectural Control Committee. All fencing shall be continually maintained and built so as to be attractive in appearance and not detract from the quality of the neighborhood. Any remodeling or additions must meet these same covenants and be built with the same exterior materials as the primary structure.

THE ARCHITECTURAL CONTROL COMMITTEE is composed of BRENT A. NELSON, MICHAEL E. NELSON, AND SUSAN S. NELSON. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenants. At any time, the then recorded owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its power and duties.

Any lot owner may apply for a variance to covenants by submitting in writing to the Architectural Committee any necessary changes. The Committee's approval or disapproval of any plan or variance to any of the covenants as required in these covenants, shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specification have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to Continued.

the completion thereof, approval will not be required and related covenants shall be deemed to have been duly complied with. It is understood that all plans submitted to the Committee become the property of the Committee and may not be returned to the home owner.

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3. BUILDING QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$105,000.00 plus lot, based upon the cost levels prevailing on the date of these covenants, it being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same of better than that which can be produced on the date these covenants are recorded at the minimum costs stated herein for the minimum permitted dwelling size.

The following minimum **FINISHED SQUARE FOOT LIVING AREA REQUIREMENTS SHALL APPLY:**

- A. **One Story Dwellings (Ramblers):** The finished main floor area of the main structure shall be no less than **1250 square feet**, exclusive of porches and garages.
- b. **Two Story Dwellings:** The combined finished floor area above the curb level shall not be less than **1800 square feet**, exclusive of porches and garages.
- c. **Multi Level Buildings:** The combined finished floor areas above curb level shall not be less than **1600 square feet** exclusive of porches and garages.
- d. **Split Entry Dwellings:** The combined area of the two levels above ground shall not be less than **1800 square feet** with the finished main floor area (Including kitchen, living room and bedrooms) **no less than 1600 square feet**, exclusive of porches and garages.

THE EXTERIOR shall be primarily brick, stone or stucco or a combination of these materials on the front. The balance of the three sides may be brick, stone, stucco, aluminum or vinyl siding. In any combination of the four. Other exterior materials may be use upon written approval of the Architectural Committee. In any event, all exterior designs must be approved by the Committee before closing of the lot purchase can take place. All roofing will be 20 year asphalt shingles or greater quality.

4. SET BACKS. No building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 20 feet to any side street line. The minimum distance for the main building of the rear lot line shall be 25 feet. The minimum distance from any side lot line shall be 10 feet. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. A detached garage or other permitted accessory building may be located next to a side lot line in accordance with the Syracuse City Zoning Ordinance.

5. EASEMENTS. 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. 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.

6. CURB AND GUTTERS. Buyer hereby warrant that they have reviewed the curb and

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gutter and side walks that abut to and are part of the lots being purchased and accept the curb, gutters and sidewalks in their current condition. Buyers also warrant the curb, gutter and sidewalk to be free from defects to Syracuse City for a period of two years from the date of closing of the purchase of said lot or lots.

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7. SUB SURFACE DRAINS. (LAND DRAIN). Sub surface drain lines have been installed to each lot for the purpose of helping to protect the home owners against possible ground moisture. **ALL HOME OWNERS ARE URGED TO REVIEW ENGINEERING PLANS OF THE STREET AND URGED TO INSTALL SUB SURFACE DRAINS AROUND THE FOOTINGS OF THEIR HOME AND TIE SAID DRAINS INTO THE EXISTING SUBSURFACE DRAIN LOCATED IN THE STREET ADJACENT TO THE LOT WHERE POSSIBLE.** Maintenance of the sub surface laterals will be the sole responsibility of the home owners.

8. NUISANCES. No noxious or offensive activity or noise shall be carried on or upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No automobiles, trailer, motor homes, recreational vehicles, boats or other vehicles are to be stored on the streets. Nor shall such vehicles be stored on front or side or rear of the lots unless they are in running condition, properly licensed, and are being regularly used.

9. TEMPORARY STRUCTURES No structure of a temporary character, trailer, basement home, tent, shack, garage, barn, or other out building shall be used on any lot at any time as a residence, either temporarily or permanently.

10. GARBAGE AND REFUSE DISPOSAL No lot shall be used as or maintained as a dumping ground for rubbish, trash, garbage or other waste and such materials shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No trash, refuse or construction debris may be burned on any lot at any time, neither in an incinerator nor open fire. Each lot and its abutting street is to be kept free of trash, weeds and other refuse by the lot owner. No unsightly material or objects are to be stored on any lot in view of the general public. No lot owner or home owner will place grass clippings or other debris on any vacant lots within the project.

11. ANIMALS. As governed by Syracuse City zoning regulations, some lots will allow large animals such as livestock, poultry, dogs and cats etc. These animals are permissible provided that they are not kept, bred or maintained for any commercial purposes and are restricted to the owners premises and under handlers control at all times. Leashes will be required at all times on animals outside fenced areas and all animal waste must be retained on the owners own premises. It is the handlers sole responsibility to remove such waste immediately should it be deposited any where else in the subdivision. All animals are to be kept in a clean and sanitary environment at all times. All reasonable effort must be use to protect neighbors from odors and noise associated with the animals. **IT IS UNDERSTOOD BY ALL PURCHASERS THAT SOME LOTS, AS DETERMINED BY THE CITY, WILL ALLOW SOME LARGE ANIMALS.**

12. LANDSCAPING. Each lot is to be landscaped within 24 months of its initial purchase or within 18 months of the occupancy date of the completion of any structure built upon said lot. Landscaping of lots shall be considered complete when the first 30' of the lot is planted with grass and maintained, and the remainder of the lot is cultivated or planted and kept free of weeds and debris. The parking strip between the curb and sidewalk shall also be landscaped with grass, trees, or shrubs within the above mentioned time frame. Trees, lawns, shrubs and other plantings provided by the owner either before or after construction of a dwelling unit upon said lot shall be properly nurtured and maintained or replaced at the owners expense.

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

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14. MINERAL RIGHTS No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall 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.

15. FENCING. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet 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 line connecting them at points 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 sightline limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. All fencing and its location must be approved in advance by the Architectural Control Committee.

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

17. TERM OF RESTRICTIONS. These covenants are to run with the land and shall be binding on all persons and PARTIES claiming under them for a period of thirty years from the date these covenants are recorded, after which time said covenants are to be automatically extended for successive periods of ten years unless an instrument signed by a majority of the owners of the lots has been recorded changing said covenants in whole or in part.

18. ENFORCEMENT. Enforcement shall be proceedings at law or in equity against any person or persons violation or attempting to violate any covenant either to restrain violation or to recover damage.

19. SEVERABILITY. Invalidation of any one of these covenants by judgement or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

20. RELEASE. Purchaser hereby agrees to accept the lot in its current condition and releases the seller from any and all claims, actions, demands, rights, damages, losses, costs, expenses, or liabilities, known or unknown, which arise out of or in connection with the environmental condition of the property. The term "environmental condition" shall mean any condition with respect to the property which could or does result in any damage, loss, expense, or liability to or against the owner of the property by any third party (including, without limitation, any governmental entity).

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Dated this 15th day of Nov., 1996

Brent A. Nelson
BENCHMARK REAL ESTATE COMPANY
BY: BRENT A. NELSON, PRESIDENT

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STATE OF UTAH)
COUNTY OF DAVIS) ss.

On the 15th day of Nov., 1996, personally appeared before me
Brent A. Nelson, who being by me duly sworn, did say that he is the
President of Benchmark Real Estate Company
a corporation, and that said instrument was signed in behalf of said
corporation by authority of its by-laws (or by a resolution of its board of
directors) and said Brent A. Nelson acknowledged to me that said
corporation executed the same.

Jim C. Morris
Notary Public

My Commission Expires:
10-30-99

Residing at:

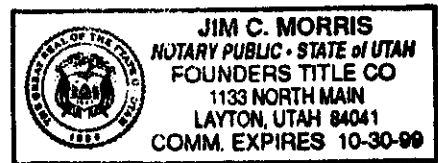


EXHIBIT "A"

All of Lots 1 through 36, inclusive, HUCKLEBERRY SUBDIVISION NO. 1, according to the official plat thereof, recorded in the office of the County Recorder of Davis County, Utah.

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