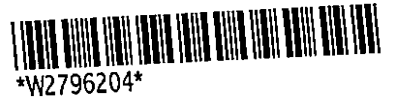


Covenants, Conditions, and Restrictions
Of The
Remuda Court Subdivision Phases 1&2



E# 2796204 PG 1 OF 5
Leann H. Kilts, WEBER COUNTY RECORDER
01-Jun-16 0230 PM FEE \$49.00 DEP KL
REC FOR: MOUNTAIN VIEW TITLE - OGDEN
ELECTRONICALLY RECORDED
said beneficial owner of a

KNOWN BY ALL MEN THESE PRESENTS: That the undersigned is the legal owner of a certain tract of land in Weber County, State of Utah, hereafter known as the Remuda Court Subdivision which is described below;

A PORTION OF THE SE1/4 OF SECTION 22, AND THE SW1/4 OF SECTION 23, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, FARR WEST, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS: 19-347-0001-00360

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 22, T7N, R2W, SLB & M; THENCE N88.30°37'W ALONG THE SECTION LINE 483.06 FEET; THENCE N1.29°23'E 150 FEET; THENCE NORTH 32.06°42'E 69.73 FEET; THENCE N0.14°29'E 242.42 FEET; THENCE N84.40°36'W 20.37 FEET; THENCE N8.45°00'E 230.11 FEET; THENCE N81.15°00'W 64.94 FEET; THENCE ALONG THE ARC OF A 470.00 FOOT RADIUS CURVE TO THE LEFT 15.69 FEET THROUGH A CENTRAL ANGLE OF 1.54°47' (CHORD: N82.12°24'W 15.69 FEET); THENCE N6.50°13'E 210.31 FEET TO THE SOUTHERLY LINE OF REMUDA SUBDIVISION AND GOLF COURSE PHASE 6, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE WEBER COUNTY RECORDER; THENCE S81.15°00'E ALONG SAID PLAT 497.96 FEET; THENCE S79.00°44'E ALONG SAID PLAT 428.26 FEET; THENCE S0.38°15'W 755.18 FEET TO THE SOUTH LINE OF SECTION 23; THENCE S89.46°52'W ALONG THE SECTION LINE 423.30 FEET TO THE POINT OF BEGGINING. CONTAINING 17.06 ACRES 19-011-00716; 19-011-0075; 19-010-0069 d.d.

WHEREAS: The undersigned is about to sell the property described heretofore, which is desires to subject said land to the following Covenants, conditions, and Restriction; and the acceptance of any deed or conveyance thereof by the Grantee(s) herein, and their heirs, executors, administrators, successors, and assigns, all constitute there covenant and agreement with the undersigned and with each other, do accept and hold the property described or conveyed in or by such deed or conveyance subject to said Covenants, Conditions, and Restrictions as follows;

1. **USE OF LAND:** No lot shall contain more than (1) habitable structure. All other accessory structures shall be in accordance with the prevailing zoning ordinances and architectural committee.
2. **MINIMUM SQUARE FOOTAGE AND MULTI-LEVEL RESTRICTIONS:** The total square footage of any one residence constructed on any lot must exceed 1500 square feet. The minimum square footage, finished for living on the first level above ground and located within the area of the foundation, exclusive of porches, balconies, garages, or patios, shall not be less than 1400 square feet, with the following exceptions: Those residences constructed with a second level of living area above ground level, commonly referred to as a 2-Story or 1 and a half story home, shall be allowed a total finished square footage of 2000 square feet. Finished square footage is defined as living area containing lighting, light fixtures, permanent floor coverings, painted wall and ceiling, and installed finish trim.
3. **PREFABRICATED, TEMPORARY STRUCTURES, AND MOBILE HOMES.** No prefabricated or temporary structures shall be built or moved onto any lot for living or habitation purposes.

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4. **APPEARANCE OF THE EXTERIOR OF THE HOME:** The front of the home must have brick or rock and a maximum of 60% Stucco, or Smart Siding, with a warranty period of no less than 20 years. The remaining 3 sides of the home must be covered with brick, rock, smart siding, or stucco with no less than a 20 year warranty. No vinyl or aluminum siding will be allowed on home. All accessory buildings over 120 square feet must match home exterior. See Section 6.
5. **GARAGES:** All residences constructed on any lot in the subdivision shall be constructed with a fully attached and private garage, built to accommodate no less than (2) vehicles, with a minimum dimension of 22 feet by 22 feet. (484 square feet)
6. **ACCESSORY BUILDINGS:** All accessory buildings larger than 120 square feet must be architecturally compatible with surrounding structures (appearance matches home) and approved with the city building department as per state and city building code. See Section 15
7. **BUILDING LOCATION:** All buildings shall be located on lots so as not to be in violation with Farr West City building department. In no event shall any building, including eaves or steps, encroach on any other lot.
8. **NUISANCES:** No noxious or offensive activity shall be carried upon any lot, portion of the property, nor shall anything be done that may become an annoyance to the neighborhood.
9. **OIL AND MINING OPERATIONS:** No oil drilling, quarrying, or mining operations of any kind shall be permitted on in any lot. No wells, tunnels, or mineral excavation is permitted.
10. **GARBAGE:** No part, or portion of, any property shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Such rubbish, trash, and debris may only be stored in sanitary containers and disposed of regularly and properly.
11. **BOATS, RV'S, AND MOTOR VEHICLES:** No boats, motorcycles, ATV's, Trailers, Busses, Motor Homes, Campers, or other vehicles, shall be stored upon any lot except inside the garage or back yard. In no event shall any such vehicles be parked upon any lot, in side yard, front yard, or street for more than 48 hours. Inoperable motor vehicles are not permitted to be stored on any portion of any lot, and are not allowed to be stored on road.
12. **WALLS, FENCES, AND OTHER BARRIERS:** All walls, fences, and barriers shall be constructed of materials manufactured for that purpose and erected in a safe and proper manner. All fences on placed on property lines shall be erected of a vinyl, concrete, or better material. Chain link, or wire fences shall not be permitted to be constructed on lot lines except as installed by developer in rear yard areas as required by city. If owner fences rear portion of lot on lot line, it is lot owners responsibility to remove and repair chain link fence.
13. **SIGNS:** No billboard or sign of any kind shall be erected, posted, painted, or displayed on, or above, any lot. No sign of any kind, except for signs for advertisement of a lot, or residence for sale or rent, limited to one sign per lot, will be permitted. No signs for advertisement of a home business will be allowed. No signs advertising for contractors during the construction of home will be allowed unless the home is a spec home and contractor is advertising for the sale of the home. Signs by the developer for the advertisement of the development and/or the initial sale of the lots or homes, shall be excluded from this restriction.
14. **TRUCKS AND TRAILERS:** Trucks and trailers with an overall length of 50 feet and commercial trucks and trailers with a gross vehicle weight of 26,000 pounds (considered commercial class A

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vehicle) or more are not allowed to be parked, placed, or stored on any lot, or upon roadway in subdivision.

15. **SITE REVIEW:** Prior to the commencement of construction of any dwelling, garage, storage building, out building, fence, wall, pool, barn, shop, shed, or other improvements on any lot in this subdivision, plot plans and/or construction drawings shall be submitted and approved by Farr West City. No Construction in this subdivision will be permitted without obtaining the necessary permits and approvals from Farr West City. The cost of such approvals and permits shall be borne by the seeker of permit or approval.
16. **ROOF MOUNTED EQUIPMENT:** Solar panels, heat pumps, air conditioning units, antennas, and satellite dishes, shall be mounted only if they cannot be viewed from the street.
17. **DAMAGE:** Any inflicted damage on existing improvements such as streets, gutters, sidewalks, etc. by purchaser of any lot must be repaired and the costs of repair shall be borne by the lot owner at their own expense. This also includes damage to landscaping, and existing structures. Any dirt, gravel, or landscape materials, spilled on the road during any construction shall be removed at the cost and/or expense of the lot owner.
18. **SWPPP:** A SWPPP Plan has been prepared for subdivision. A copy of SWPPP is available by contacting Developer. Any lot owner, contractor, sub-contractor or guest will be responsible to follow the SWPPP thoroughly and indefinitely. Any tracking, damages, debris movement, or violation to the roadways, or storm water system, must be immediately remedied. Any person or group who violates any condition of the SWPPP may be subject to substantial penalties. Only one verbal warning or discussion will be made to follow SWPPP. After that, any costs of damage or maintenance to follow SWPPP will be billed by developer directly to lot owner and contractor, and payment must be made to seeker of such payment. If payment is not immediately made to rectify problems, Liens will be placed on lot/lots, to secure payment.
19. **DISCLAIMER OR LIABILITY:** Notwithstanding and information given by Declarant regarding soils and subsurface water conditions, whether it be oral or written, Declarant hereby disclaims any responsibility for soil conditions, surface flooding, ditch overflow, runoff, acts of god, and/or subsurface water conditions, and hereby advises buyers and subsequent owners to obtain their own necessary engineering and soils information regarding the same, before constructing a dwelling or improving said property, and hereby denies any liability thereof. Declarant also denies liability thereof to concurrent lot/home owners that may acquire a property that has not been diligently and thoughtfully constructed and has potential to flood.
20. **GEO-TECH STUDY:** A geo-tech study has been completed on the Remuda Court Subdivision dated June 17, 2014. A copy of this study is available by contacting the developer. This study can be used by lot owners, engineers, architects, and for personal reference only. It is advised that all lot owners conduct his/her own study to directly identify the direct loading capabilities of the soil and to insure for case specific construction. Under no circumstance does this study hold the declarant responsible for any surface or sub-surface water or flooding. Note: See Disclaimer Section 19.

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21. UTILITIES: Culinary drinking water is provided by Bona Vista Water. Secondary water is provided by Pine view Water Systems. Both water companies have hookup fees that will be the responsibility of the lot owner to pay for prior to obtaining a building permit. The Sewer is provided by the city c/o central weber treatment facility, and paid for with the building permit. Natural gas is provided by Questar Gas and can be obtained directly with them (801-324-1522). Power is provided by Rock Mountain Power and can be obtained by calling them (800-469-3981). All financial responsibility for connections and user fees to be paid by lot owner.
22. SIDEWALKS: It is the lot owner's obligation to install city sidewalk and drive approaches on said lot fronting roadways that meets or exceeds city spec prior to final inspection of the home. It is also the obligation of the lot owner to ensure both physically and financially that the sidewalk is free of defects and lot owner assumes all obligation to replace sidewalk and approaches at the request of the city, or developer, which has defects, or is damaged at any time. City will not issue certificate of occupancy prior to sidewalk being installed and inspected for deficiencies.
23. LANDSCAPING: 100% of landscaping is to be completed in less than 6 months from the date of certificate of occupancy. The only exception to this is in the event that a lot owner occupies the property during a winter month (Nov, Dec, Jan, and Feb) that prohibits the progress of landscaping. In this event, the lot owner will have until July 1, the following summer to complete landscaping. All landscaping must include 2" caliper ornamental trees of a Canadian Chokecherry (*Prunus virginiana*), or other similar red leaf species, in all park strip areas, no more than 30 feet apart, and no more than 15 feet from the property line. Canadian Chokecherry trees must be pruned into the shape of a tree and maintained free of suckering. At least (2) other 2" caliper ornamental, pine, or shade trees of any species must be planted in the front yard area of the lot.
24. RIGHTS TO ENFORCE: Excluding provision 25 of these covenants, the provisions contained in this Declaration shall be enforceable by the land Developer, Declarant, Farr West City, or by the owner or owners of any said lot in the subdivision, or by their legal representatives. Failure to enforce any of said restrictions shall in no way prevent enforcement of any or all other restrictions herein the declaration of any restrictions to be invalid by court proceeding and shall not invalidate any other restriction/restrictions unless specifically specified.
25. **RESTRICTIONS:** ALL Lots in the Remuda Court Subdivision have restrictions. The restrictions are as previously mentioned, and as follows:
 - a. The maximum depth that any lot owner may dig for a basement is restricted, only to be specified by a professional geo-technical engineer qualified to state such basement depth, however, **never** more than -36" to the bottom of the footings below the highest top back curb elevation fronting lot. It is the lot owner/owners responsibility to seek approvals, guidance, and reference from his/her own engineer. Under no circumstance shall the finished floor elevation of home be less than 1' higher than the top back curb fronting the lot. See Disclaimer Section 19.
 - b. Culinary drinking water is never to be used for landscaping and/or yard watering.
 - c. The finished floor elevation of any residential dwelling to be no less than 12" above centerline of existing road elevation of existing road opposite middle of lot line.
 - d. The possibility of flooding will always exist even with any FFE greater than +12" above highest point of roadway. See Disclaimer Section 19.

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26. DURATION: All of the covenants and restrictions set forth in this declaration shall take effect at all times against said property owners thereof or any subsequent owner(s) thereof, for a period of (25) Years from the date of adoption. Said covenants shall then be automatically renewed for successive periods of (10) years. Said Covenants and restrictions, may be altered, modified, or changed by a written agreement of three-fourths (75%) of the lot owners of the subdivision. Said changes cannot include easements, or other areas dedicated for public use. In addition, Declarant of these Covenants, Conditions, and Restrictions, may add additional restrictions as may be deemed necessary to and from the protection of other property owners in the subdivision.

In Witness Whereof, the parties hereto have executed this covenant this 1st day of JUNE, 2016

[Signature]
MANAGER

Cody Rhees, Developer, Declarant
Remuda Court LLC

State of Utah)

ss

County of Weber)

On the 1 day of JUNE, 2016 personally appeared signee of the forgoing instrument, who duly acknowledged to me that they executed the same.

[Signature]
Notary Public

Residing at [Signature]

My Commission Expires

11/24/18

