



W2731378

Declaration of Building and Use Restrictions
Of
Secrist Acres Phase 4

E# 2731378 PG 1 OF 7
LEANN H KILTS, WEBER COUNTY RECORDER
17-APR-15 236 PM FEE \$45.00 DEP CWC
REC FOR: HAMBLIN INVESTMENTS

Part A. PREAMBLE

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned, being the owner of the following described real property located in the City of West Haven, Weber County, State of Utah, to-wit:

Lots 401 to 424, Phase 4, according to the plat thereof, as recorded in the office of the County Recorder of said County. 15-508-0001-0028 ✓SPM

Do hereby establish the nature of the use and enjoyment of all lots in said subdivision and do declare that all conveyances of said lots shall be made subject to the following conditions, restrictions, and stipulations.

The following conditions, restrictions and stipulations shall supersede any covenants and restrictions herein recorded and void and of no effect from the date this Declaration is recorded at the office of the County Recorder, Weber.

PART B. RESIDENTIAL AREA COVENANTS.

1. Land Use and Building Type. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted on any lot other than one detached single-family dwelling not to exceed two stories in height. All construction to be of new materials, except that used brick may be used with prior written approval of the Architectural Control Committee. Said premises shall be used for private resident purposes only except as hereinafter set forth, and no structure of any kind shall be moved 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.

2. Architectural Control. No building shall be erected, placed or altered on any lot until the construction plan, specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to the quality of workmanship and materials, harmony of external design with existing structures, and as to the location with respect to topography and finish grade elevations. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in Part C.

3. Dwelling Cost, Quality, and Size. It being the intention and purpose of the covenants to assure that all dwellings will be of a quality of workmanship and materials

substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. No dwelling shall be permitted on any lot with out meeting the requirements stated below.

Garages and open porches are not included in the total finished square footage in any of the following structures.

- (a) The finished floor area of a one-story slab on grade structure shall not be less than 1,800 square feet.
- (b) The finished floor area of a rambler structure shall not be less than 1,600 square feet.
- (c) The finished floor area of a two-story structure shall not be less than 2,100 square feet.
- (d) A minimum of a 60-foot front frontage is required on all homes.
- (e) All one-story structures are to have approximately 1/2 brick or stone on the front of the home the approximately remaining 1/2 can be either stucco or fiber cement board. The gable is to be excluded from the brick or stone requirement. The two sides of the structure are to include approximately 3 feet of brick or rock; the rest can be a combination of brick, rock, stucco, or fiber cement board. The back of the home can be brick, rock, stucco or fiber cement board.
- (f) All two-story structures are to have approximately 2/3 brick or stone on the front, of the first floor and the approximately remaining 1/3 can be either stucco or fiber cement board on the front. The gable is to be excluded from the brick or stone requirement. The front of the second floor can either be stucco or fiber cement board. All remaining sides of the structure are to include 3 feet of brick or rock; the rest can be a combination of brick, rock, stucco, or fiber cement board. The back of the home can be brick, rock, stucco or fiber cement board.
- (g) No building shall be erected, altered, placed or permitted on any other than one detached single-family dwelling not to exceed two stories in height.
- (h) All structures are required to have a private garage for no less than third car garage.
- (i) All detached garages larger than 14 feet by 12 feet must meet same requirements as a home.

- (j) All structures are to have a minimum 6-12 pitch roof, unless approved by the Architectural Control Committee.
- (k) Basements are allowed in the subdivision. All liability by the City and the Developer has been waived if the homeowner decides to proceed with a basement.
- (l) Aluminum siding shall be allowed in soffit and fascia areas only.
- (m) There shall be no mobile home or manufactured home of any type permitted within the subdivision.
- (n) None earth tones must be approved by the Architectural Control Committee.

The Architectural Control Committee reserves the right to be "subjective" in approving or disapproving the construction of any home in the subdivision in order to enhance and protect the value, desirability and attractiveness of the lots. It is contemplated by this declaration, and agreed to by all lot owners, that there will be variations and adjustments made by the Architectural Control Committee in approving and disapproving building plans. The process of approval by the Architectural Control Committee will be subjective, but not arbitrary, in approving building plans in substantial conformity with those Protective Covenants.

4. Building location.

- (a) Location of building must meet city requirements on set backs and yard lines.
- (b) For the purpose of this covenant, eaves, steps, and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of any building on a lot to encroach upon another lot.
- (c) No dwelling shall be constructed nearer than 15 feet from an accessory building or 20 feet from a dwelling on an adjacent lot, and no accessory building may be constructed nearer than 15 feet from a dwelling on an adjacent lots. First issued building permit shall prevail in situations where the building is planned but not yet constructed on adjacent lots. Such permits shall be good for one year only.

5. Landscaping.

- (a) The front and side yards of the lot, shall be landscaped with planted lawn or other acceptable landscaping within one year of occupancy.
- (b) The back yard of the lot shall be planted lawn or other acceptable landscaping within two years of occupancy.
- (c) "Acceptable landscaping," and "lawn," shall be interpreted by the then existing Architectural Control Committee that will reflect the majority view of then existing homeowners in the subdivision.
- (d) Vinyl fencing is allowed for installation around the parameters of a lot. Chain link fencing is not allowed. The Architectural Committee must approve all other materials.

6. Easement. 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 or drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easements on 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.

- (a) West Haven City has been granted access to maintain and repair the structure, which is located at the back southwest corner of lot 424 in the retention pond.

7. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No automobiles, trailers, boats or other vehicles are to be stored on streets or front or side lots unless they are in running condition, properly licensed and are being regularly used. All roof mounted heating and cooling equipment must be set back to the backside of the roof out of the view from the street. All TV antennas are to be placed in the attic out of view. Satellite dishes are to be hidden from the view from the street. Solar panels may be used only if they are placed on the back side of the roof (so they are not visible from the street in front of the home) or in the back yard inside a fence or screened from view in a way satisfactory to the Architectural Control Committee.

8. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack garage, barn or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently.

9. 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 square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder, to advertise the property during the construction and sales period.

10. 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. Each lot and its abutting street are to be kept free of trash, weeds, and other refuse by the lot owner. No unsightly materials or other objects are to be stored on any lot in view of the general public.

11. Sight Distance at Intersection. No fences, wall, hedge, or shrubbery which obstructs sight lines at elevations between two and six 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 a line connecting them at points 25 feet from the intersection of the street lines or in 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 distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

12. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarry 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.

13. Slope and Drainage Control. No structure, plant 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 of 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.

PART C. ARCHITECTURAL CONTROL COMMITTEE

1. Membership. 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 of the committee shall have full authority to select a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of lots shall have the power through a dully written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties. The Architectural Control Committee is composed of

Douglas B. Hamblin
Jason D. Hamblin

2. 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 30 days after the 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.

PART D. GENERAL PROVISIONS

1. Term. 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 forty years from the date these covenants are recorded, after which time, said covenants shall be automatically extended for a successive period of ten 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.

2. Variances. The Committee may allow reasonable variances and adjustments to these restrictions in order to overcome practical difficulties and prevent unnecessary hardships in the applications of the provisions contained herein provided, however, that such is done within conformity with the intent and purpose hereof and provided also that in every instance such variance or adjustment will not be materially detrimental or injurious to other property and/or improvements with the Subdivision. Also, any such variance or adjustment must be applied for by the owners in writing and approved in writing by the Committee.

3. Enforcement. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

4. Severability. Invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions, which shall remain in full force and effect.

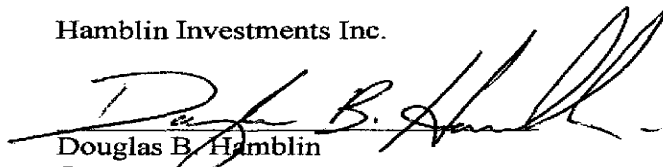
5. Acceptance of Restrictions. All purchases of property described above shall, by acceptance of delivery of any deed, or by purchasing under a contract, or by acquiring any interest in any lot listed herein, or any portion thereof, be conclusively deemed to have consented and agreed to all restrictions, conditions, covenants and agreements set forth within.

6. Modification. This declaration of Protective Covenants may be modified, amended, supplemented, or canceled by the instrument by a one half majority of the then owners of record of all lots in the subdivision.

7. 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 individual or entity may be denominated – as well as any 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.

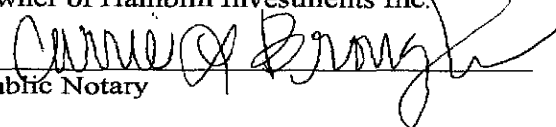
Hamblin Investments Inc.


Douglas B. Hamblin
Owner

STATE OF UTAH,
County of Weber

} ss

On the 17th day of April, A.D. 2015 personally appeared before me, Douglas B. Hamblin, who being by me duly sworn did say, that he is the Owner of Hamblin Investments Inc.


Public Notary

4/17/2015
Date

