

Protective Covenants  
Ward Estates Phase III

09-436-0001 TO 0014

E# 1567478 BK1949 PG1295  
DOUG CROFTS, WEBER COUNTY RECORDER  
18-AUG-98 401 PM FEE \$4.00 DEP NB  
REC FOR: FIRST.AMERICAN.TITLE

DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS, RESTRICTIONS, AND EASEMENTS  
WARD ESTATES AFFECTING PROPERTY OF ROY CITY,  
WEBER COUNTY, STATE OF UTAH

THIS DECLARATION, made this 20th day of October by  
Lynn Backus, successor trustee William B. Backus and E. Gregory Backus,  
of the Clifford Ward Trust dated October 20, 1993  
hereinafter to as "DECLARANT".

WITNESSETH:

WHEREAS, DECLARANT is legal and beneficial owner of real property described in article I of this declaration and is desirous said real property to the restrictions, covenants, reservations, and easements hereafter set forth;

NOW THEREFORE, DECLARANT hereby declares that he property described in and referred to in Article I hereof is held and shall be held, sold, conveyed, leased, occupied, resided upon, hypothecated, and mortgaged subject to the following agreements, several owners and purchasers of said property and their heirs, successors, and assigns.

THEREFORE, all said restrictions, conditions, covenants and agreements contained herein are made for direct, mutual, and reciprocal benefit of each and every lot created within the property described in article I hereof and are intended to create mutual and equitable servitude upon each of said lots in favor of every other lot created on the aforesaid and to create a privity of contract and estate between the grantor and the grantees of said lots, and to operate as covenants running with the land for the benefit of all other lots, as follows:

ARTICLE I  
PROPERTY DESCRIPTION

the property referred to above and hereinafter is located in Roy City, Weber County, State of Utah, and is more particularly described as follows, to wit:

WARD ESTATES PHASE            III  
ROY CITY, WEBER COUNTY, STATE OF UTAH

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## DECLARATION

No property other than that described herein shall be deemed subject to this Declaration unless and until specifically made subject thereto.

### ARTICLE II ARCHITECTURAL CONTROL COMMITTEE

1. MEMBERSHIP. The Architectural Control Committee is composed of Clifford F. Ward, William B. Backus and E. Gregory Backus. A majority of the committee may designate a representative to act for it. Neither the member 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 three (3) members at all times and may release and appoint new members to said committee with majority approval.

2. TERM. The committee shall remain in existence until such time as all of the lots in said subdivision are built upon.

3. FUNCTION. The functions of the said committee shall be pass upon, approve, or reject any plans or specifications for structures to be erected on lots in said tract, so that all structures conform to the restrictions and general plans of the Declarant for the improvement of the whole tract. Nothing in this paragraph shall be construed as authorizing or empowering the Committee to change or waive any restriction (s) set fort in this Declaration, except as herein specifically provided. The Committee may act by any two (2) of its members; any authorization, approval, or power made by said Committee shall be in writing or signed by at least two (2) members.

No building shall be placed, or altered on any lot until the construction plans, and plot plan of the proposed 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. No fence or wall shall be erected, placed or altered on any lot, unless similarly approved.

4. 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, shall fail 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.

5. ENFORCEMENT. Enforcement shall be affected by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either by restraining the violation or recovery of damages.

## DECLARATION

Either by restraining the violation or recovery of damages. Either the Architectural Control Committee or any property owner affected by any violation of these covenants is hereby authorized and empowered to bring such action.

### ARTICLE III IMPROVEMENTS

1. TYPE OF STRUCTURE. All lots shall be used only for single family dwellings and residential purposes. All residences shall be one-story and 1250 square feet of living area, exclusive of porches, garages, patios. All dwellings shall have private garages for not more than 3 vehicles and not less than 2 vehicles. NO CARPORTS. No temporary structures, barns, basements, trailers, or other out buildings shall be permitted. All dwellings shall have hip or gabled roofs, flat, graveled or built-up roofs shall not be permitted. Unless otherwise approved by the Architectural Control Committee, all construction must be done on site, i.e. prefabricated homes are not permitted.

2. LANDSCAPING. All family dwellings are to be landscaped in front and side yards within 6 months after closing. Landscaping to be approved by Architectural Control Committee.

3. BUILDING LOCATION. All single family dwellings shall be located on the lot in a way as to comply with appropriate zoning ordinances pertaining to the area and conform with the "setback" line established by the City/Zoning Ordinances.

### ARTICLE IV RESTRICTIONS

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

1. PRIVATE RESIDENCE. Said premises shall be used for private residences purpose only, except as hereinafter set forth. No structure of any kind shall be erected, placed or altered on any lot until the construction plans and specifications hereof have been approved by the Architectural Control Committee as detailed above. All buildings shall be completed within a period of one (1) year from date said building was started.

2. BUILDING EXTERIORS. All building exteriors must be constructed with a minimum of the following material. FRONT: 80% Brick or stone. SIDES: Alum or Vinyl. REAR: Alum or Vinyl. The remaining percentages of the front, sides, and rear exterior material, must be approved by the Architectural Control Committee.

## DECLARATION

3. GARBAGE AND REFUSE DISPOSAL. No lots shall be used for or maintained as a dumping ground for rubbish, trash, vegetation clippings, or other waste. Any containers or equipment commonly used for storage and disposal of such disposal shall be kept in a clean and sanitary condition. Each lot and its abutting street shall be kept free of trash, weeds and refuse by the property owner at the owner's expense. If in the opinion of the Architectural Control Committee are degrading the value of the surrounding property, then such materials shall be removed and kept out of the view of the general public at lot owners expense.

4. AUDIO AND VISUAL. No audio or visual equipment, such as T.V., radio, or communication antennas will be permitted or placed on any structure where they are in view of the public. No satellite receiving dishes will be allowed on any front side yards. Any and all such equipment will only be permitted in back yard areas.

5. SIGNS. No signs of any kind shall be displayed for public view on any lot or structure except to advertise the property for sale, or by the builder during construction to advertise the construction sit and identify the builder.

6. RECREATIONAL VEHICLES. No recreational vehicles, such as boats, mobile homes, snowmobiles, trailers of any kind, motorcycles, or related equipment, shall be parked or stored on any lot or front street to a lot, for more than forty-eight (48) hours in any (7) day period, unless stored inside a garage or related structure approved by the Architectural Control Committee, out of public view.

7. PROHIBITED VEHICLES. No commercial vehicles, school buses, trucks with more than (6) tires and trucks heavier the one ton, shall be parked or stored on any lot or front street to a lot, for more than an accumulative total of forty-eight (48) hours per calendar month. except during construction period.

8. PETS, ANIMALS, ETC. No animals, livestock, poultry or fowl shall be kept on any lot. Nor shall such be raised, breed, or otherwise maintained for any commercial purpose. Only domestic household pets, such as dogs, or cats, not to exceed two (2) in number, may be kept, located or maintained open any lot.

9. LANDSCAPING. All lots shall be fully landscaped as previously approved by the Architectural Control Committee and must be kept, maintained and developed in such a fashion as to enhance the esthetics value of the area and so as to not become a nuisance or otherwise detract from surrounding land owner, shall be properly nurtured and maintained or replaced as necessary at the owners expense.

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## DECLARATION

Any lot area which abuts a public street must landscape and be clear of any unsightly material such as weeds, discarded building materials, etc., within one year after final inspection for occupancy has taken place by the applicable City Inspector, and must be so maintained year round.

10. ROOFING MATERIALS. All roofing materials must be approved by the Architectural Control Committee.

11. NUISANCES. No obnoxious 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 or surrounding neighbors. No clotheslines or drying yard shall be permitted unless concealed by hedges, and approved by the Architectural Control Committee. No weeds, underbrush, or other unsightly growths shall be permitted to grow or remain upon the premises, and no refuse pile or unsightly objects shall be allowed to be placed or suffer to remain anywhere thereon. No automobiles, trailers, or other vehicles are to be stored on the streets, or in front, side or back of the lots unless they are in running condition, properly licensed, and or being regularly used. No oil or mining operations of any kind or sort will be allowed on or in any lot or structure. No related equipment will be allowed on or in any lot or streets fronting lots on a permanent basis. No lot or public street shall be used for storage of backhoe, trucks, caterpillars, or trailers used relative thereto, or any other equipment used in heavy excavation or construction. In the event that any owner of any property in the subdivision shall fail or refuse to keep such premises in accord with the terms of this paragraph and specifically to keep such premises free from weeds, underbrush, or refuse piles or other unsightly growths or objects, then the Architectural Control Committee or its designs may enter upon such lands and remove the nuisance at the expense of the owner and such entrance shall not be deemed a trespass and in the event of such removal a lien shall arise and be created in favor of the Architectural Control Committee and against such lot for the full amount charged to such lot and such amount shall be due and payable within thirty (30) days after the owner is billed therefor.

12. FENCING. No fence or other similar structure shall be erected in any required front yard of a dwelling to a height in excess of three and one-half feet, nor shall any fence or other similar structure be erected in any side or rear yard to a height in excess of six feet. On corner lots, no fence or other similar structure shall be erected in any yard bordering a street or front yard of an adjoining lot to a height in excess of three and one-half feet. All fences require a building permit from Roy City.

## DECLARATION

13. WATER DISCHARGE. Persons owning, occupying, or having control of any premises, shall not permit irrigation, or water from the roof or eaves of any house, building or other structure or from any source under the control of such person, to be discharged and speed upon the surface of any sidewalk, street or adjoining lot. This is intended to require that the owner maintains water on his property.

14. SET-BACK EASEMENTS. No. pads used for the storage of vehicles or other materials either temporarily or permanently shall be constructed within the side, front or back yard set back requirements of a given lot. This open space shall remain unoccupied and unobstructed by buildings, vehicles and /or hard surfaces such as asphalt, cement, and packed surfaces from this time henceforth and forever. For additional information contact Roy City.

## ARTICLE V GENERAL PROVISIONS

1. REMEDIES FOR VIOLATIONS / ENFORCEMENT. For a violation or breach of any of these reservations, covenants, and restrictions by any person, or by virtue of any Judaical proceedings, the subdivider, Architectural Control Committee and lot owners, or any of them severally, shall have a right to proceed at law or in equity to compel in compliance with the terms hereof or to prevent the violation or breach of any of the covenants or restrictions contained herein. In addition to the foregoing right, the subdivider or Architectural Control Committee shall have the right, whenever there shall have been built on any lot any structure which is in violation of these restrictions, to enter upon the property where such violation of these restrictions exists, and summarily abate or remove the same at the expense of the owner, and any such entry and abatement or removal shall not be deemed a trespass. The failure promptly to enforce any of the reservations, restrictions or covenants contained herein shall not bar their enforcement. Should the owner fail, neglect, or refuse to satisfy and discharge any lien arising hereunder within thirty (30) days, the subdivider or the Architectural Control Committee, its successors and assigns, shall have the right to interest on such liens at the rate of twelve percent (12%) per annum and shall be entitled to receive all costs of collection including a reasonable attorney's fee.

2. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved, as shown on the recorded plats of the subdivision. No structure, planting or other material shall be placed or permitted to remain in such a way as to damage, or interfere with the installation and or maintenance of easements for utilities and drainage facilities.

## DECLARATION

3. **BINDING EFFECT/ TERM.** These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of thirty (30) 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. At any time prior to the end of the first thirty year period, a majority of seventy- five percent (75%) of all lot owners may agree to alter, amend, abolish or otherwise change these covenants, by doing so in writing and filing the same with the County Recorders Office.

4. **RE-SUBDIVISION.** None of the said lots may be re-subdivided, unless approved in writing by the Architectural Control Committee and one half of the lot owners.

5. **SEVERABILITY.** It is expressly agreed that in the event any covenant, condition or restriction herein before contained or any portion thereof is held invalid or void by a court of competent jurisdiction, such invalidity or voidance shall in no way effect any valid covenant, condition, or restriction and such void or invalid term shall be severed from this document and the remainder shall remain in full force and effect.

6. **ACCEPTANCE OF RESTRICTIONS.** All purchasers of property described above, by acceptance of contracts or deeds for any lots or any portion thereof, which are included in this document, shall be conclusively deemed to have consented and agreed to all restrictions, conditions, covenants and agreements set forth herein.



IN WITNESS WHEREOF, Declarant have executed this document in Weber County, State of Utah, the day and year first above written.

BY: Lynn Backus  
Lynn Backus, successor trustee

William B. Backus  
William B. Backus

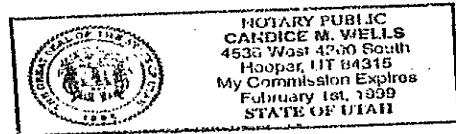
E. Gregory Backus  
E. Gregory Backus

STATE OF UTAH )  
                  ) : SS  
COUNTY OF DAVIS )

ON THE 20<sup>th</sup> DAY OF July, 1978, PERSONABLY APPEARED BEFORE ME Lynn Backus successor trustee WILLIAM B. BACKUS AND E. GREGORY BACKUS SIGNER OF THE WITHIN AND FOREGOING INSTRUMENT, WHO DULY ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME.

Candice M Wells  
NOTARY PUBLIC  
RESIDING AT: \_\_\_\_\_

MY COMMISSION EXPIRES: 2/1/98



AMENDED CONDITIONS AND RESTRICTIONS  
WARD ESTATES  
PHASE III

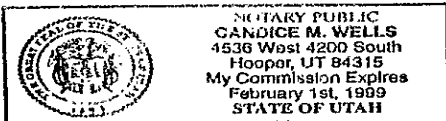
Section 1 of Article X. Adult Single Family Residence.

Subject to Section 3 of this Article X, each lot shall be used as a residence for an adult single family residence and for no other purpose. "Adult" shall mean a person of the age of 50 years or older. Provide however, at least 80% of the residential units shall be occupied by at least one person 55 years or older. No non "adult" person shall occupy any lot in a status other than as a guest and then only for a period not to exceed 30 days in any one calendar year.

E. Gregory Backus  
William B. Backus  
Lynn Backus, Trustee

State of Utah            )  
                                  )ss  
County of Weber        )

On the 20th day of July, 1998, personally appeared before me  
E. Gregory Backus, William B. Backus & Lynn Backus Successor trustee  
of the Clifford F. Ward Trust the signer (s) of the foregoing instrument, who duly  
acknowledged to me that they executed the same.



Candice M. Wells

Exhibit "A"

A part of the Southwest Quarter of the Northwest Quarter of Section 15, Township 5 North, Range 2 West, Salt Lake Base and Meridian, US Survey: Beginning at a point which is South  $0^{\circ}18'08''$  West 1315.17 feet, from the Northwest corner of Section 15, Township 5 North, Range 2 West, Salt Lake Base and Meridian, as monumented and running:

Thence South  $89^{\circ}41'52''$  East 662.89 feet thence South  $0^{\circ}18'10''$  West 299.50 feet thence North  $89^{\circ}41'52''$  West 111.06 feet thence South  $85^{\circ}03'53''$  West 60.25 feet thence North  $89^{\circ}41'52''$  West 124.00 thence South  $0^{\circ}18'08''$  West 65.00 feet thence North  $89^{\circ}41'52''$  West 206.83 feet thence North  $0^{\circ}18'08''$  East 146.00 feet thence North  $89^{\circ}41'52''$  West 161.00 feet thence North  $0^{\circ}18'08''$  East 224.00 feet to the point of beginning.

Excepting therefrom the following: **Ward Estates Subdivision #3**  
**Lots #26 & #27**

**Lot #27 Boundary Description:**

A Part of the Southwest Quarter of the Northwest Quarter of Section 15, Township 5 North, Range 2 West, Salt Lake Base & Meridian.

Beginning at a point on the East right-of-way line of 3500 West Street which is  $S00^{\circ}18'08''W$  1315.17 feet and  $S89^{\circ}41'52''E$  50.00 feet from the Northwest Corner of said Section 15 and running: Thence  $S89^{\circ}41'52''E$  110.00 feet to a point on the boundary line of Ward Estates Subdivision #3 also being the Northeast property corner of Lot #27; thence  $S00^{\circ}18'08''W$  81.75; thence  $N90^{\circ}00'00''W$  109.95 feet to a point on the East right-of-way line of 3500 West Street; thence  $N00^{\circ}18'08''E$  82.33 feet to the point of beginning.

Contains: 9,024.01 sq ft

**Lot #26 Boundary Description:**

A Part of the Southwest Quarter of the Northwest Quarter of Section 15, Township 5 North, Range 2 West, Salt Lake Base & Meridian.

Beginning at a point on the North Boundary line Ward Estates Subdivision #3 which is  $S00^{\circ}18'08''W$  1315.17 feet and  $S89^{\circ}41'52''E$  160.00 feet from the Northwest Corner of said Section 15 and running: Thence  $S89^{\circ}41'52''E$  101.22 feet to the Northwest property corner of Lot #28 in said Ward Estates Subdivision; thence South 170.52 feet along the West boundary line of said Lot #28 to the Northeast property corner of Lot #25 of Said Ward Estates Subdivision; thence  $S48^{\circ}17'15''W$  61.03 feet along the North boundary line of said Lot #25; thence  $S77^{\circ}32'22''W$  57.18 feet along the North boundary line of said Lot #25 to the Northwest property corner of said Lot #25, said point also being on the boundary of Ward Estates Subdivision #3; thence  $N89^{\circ}41'52''W$  111.00 feet along the boundary of said Ward Estates Subdivision to a point on the East right-of-way line of 3500 West Street; thence  $N00^{\circ}18'08''E$  141.67 feet along the East right-of-way line of said 3500 West Street to the Southwest property corner of Lot #27 in Said Ward Estates Subdivision; thence East 109.95 feet along the Southerly boundary of said Lot #27 to the Southeast property corner of said Lot #27; thence  $N00^{\circ}18'08''E$  81.75 feet to the point of beginning.

Contains: 36,561.64 sq ft