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MAY 22 1997

WHEN RECORDED MAIL TO:  
The Boyer Company  
Attn: Dick Moffat  
127 South 500 East, Suite 100  
Salt Lake City, Utah 84102

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JAMES ASHAUER, DAVIS CNTY RECORDER  
1997 MAY 22 9:48 AM FEE 91.00 DEP NT  
REC'D FOR WESTERN STATES TITLE COMPANY

01 - 225 - 0101 thru 0166

**DECLARATION OF**

**COVENANTS, CONDITIONS AND RESTRICTIONS**

**BOUNTIFUL RIDGES SUBDIVISION PHASE 1**

We the undersigned, owners in fee of the following described real property, to wit: Lots 101 through 166 inclusive, Bountiful Ridges Subdivision Phase 1, Bountiful City, Davis County, Utah, do hereby make the following declarations as to limitations, covenants, conditions, restrictions and uses to which the lots and/or tracts constituting the said addition, may be put, hereby specifying that the said declaration shall constitute covenants to run with all the land as provided by law and shall be binding upon all of the parties and all the persons and all persons claiming under them, and for the benefit of and limitations upon all future owners in said addition, the declaration of covenants, conditions and restrictions being designated for the purpose of keeping the said subdivision desirable, uniform and suitable in architectural and use as herein specified.

**AREA OF APPLICATION**

Full-protected residential area. The residential area covenants in their entirety shall apply to all property listed in the above described property.

**RESIDENTIAL AREA COVENANTS**

1. Land Use and Building Type. No lot shall be used except for the residential purpose. No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) single family dwelling not to exceed two (2) stories in height (not counting the basement) and private garage for not less than two (2) vehicles and not more than three (3) vehicles without the prior written approval of the Architectural Control Committee (Committee). Carports may not be built. Ramblers shall have a minimum of 1,800 finished square feet of main floor area above finished grade not counting the basement; Two Stories shall have a minimum of 1,400 finished square feet of main floor area above finished grade not counting the basement; Multi-level homes shall have a minimum of 2,000 finished square feet of main floor area above finished grade not counting the basement (only two levels may be used to determine the 2,000 finished square feet and not all levels). Square footage of any style is excluding garages, porches, verandas, carports, patios, basements, porches, eaves, overhangs and steps. Any square footage with any portion thereof beneath the top grade of the foundations will not qualify to offset the minimum square footage requirement. Any deviations from this requirement must be approved in

writing by the Architectural Control Committee. Housing construction costs must be a minimum of \$100,000, excluding lot, loan costs, and closing. All exterior material shall be new and consist of Brick, Rock, Stucco, or combination approved in writing by the Architectural Control Committee. Aluminum soffit and fascia is acceptable. No Aluminum exterior siding homes shall be permitted in this subdivision. No wood exterior siding shall be permitted in this subdivision with the exception of a masonite type material in combination with brick, rock and/or stucco if approved by the Committee. All exterior materials and colors are to be specified on plans and submitted for approval by the Committee. No pre-manufactured homes shall be permitted. No flat roofs shall be permitted in the subdivision. The roof pitch shall be at least 4/12 pitch and no greater than 12/12.

2. **Building Height.** No Lot in the subdivision shall have a building or structure which exceeds a height of two stories (not counting the basement) or thirty-five (35) feet, whichever is lesser. Height shall be measured from finished grade of the most exposed elevation to top of roof at its highest point. If Bountiful City Ordinances are more restrictive, then they shall govern.

3. **Non-Residential Use.** No gainful occupation, profession or trade or other non-residential use shall be conducted on the lot, and no persons shall enter into any lot for engaging in such uses or for the purpose of receiving products or services arising out of such usage without review and approval of the Committee and the appropriate officials of Bountiful City.

4. No tank for storage of fuel may be maintained above the surface of the ground without the prior written consent of the Committee.

5. **Building Location.** No building shall be located on any lot nearer to the front lot line, the rear lot line, the side lot line or nearer to the side street line than the minimum building set back lines as required by Bountiful City.

6. No building material of any kind or character shall be placed or stored upon any lot until the owner thereof is ready to commence improvements and then the material shall be placed within the property lines of the plot upon which the improvements are to be erected, and shall not be placed in the streets or between the curb and the property line.

7. **Easements.** Easements for installation of and maintenance of utilities, drainage facilities and water tank access and lines are reserved as shown on the recorded plat. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or water tank lines or which may change the direction or flow of drainage channels in the area, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each of the lots 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.

8. **Animals and Pets.** Dogs, cats or other household pets may be kept on the premises as permissible within current zoning regulations provided that they are not kept, bred, or

maintained for any commercial purpose and are restricted to the owner's premises and under handler's control. When not on owner's premises, all dogs must be on a leash.

9. Nuisances: Construction Activity. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No rubbish or debris of any kind shall be placed or permitted by an Owner upon or adjacent to any Lots, so as to render such Lot or portion thereof unsanitary, unsightly, offensive, or detrimental to other Owners. No exterior clothes lines nor clothes drying will be permitted and no storage of any of any articles which are unsightly will be permitted upon a Lot. No Living Unit or Lot shall be used in such manner as to obstruct or interfere with the enjoyment of occupants of other Living Units or Lots. No Owner shall permit an exterior open fire of any kind upon a Lot for any reason. No oil drilling, mining or quarry operations of any kind shall be permitted upon any Lots. No odors or loud noises shall be permitted to arise or emit therefrom, so as to render any such Lot or any portion thereof, or activity thereon, unsanitary, unsightly, offensive or detrimental to any other Lot in the vicinity thereof or to the occupants of such other Lots.

Normal construction activities and parking in connection with the building of improvements on a Lot shall not be considered a nuisance or otherwise prohibited by this Declaration, but Lots shall be kept in a neat and tidy condition during construction periods, trash and debris shall not be permitted to accumulate, and supplies of brick block, lumber and other building materials will be piled only in such areas as may be approved by the Committee. In addition, any construction equipment and building materials stored or kept on any Lot during construction of improvements may be kept only in areas approved by the Committee, which may also require screening of the storage areas and not on the street or sidewalk.

10. Signs. No signs, billboards, nor advertising structures may be erected or displayed on any lots hereinbefore described or parts or portions thereof, except that a single sign, not more than 3' x 5' in size advertising specific unit for sale or house for rent or construction sign, may be displayed on the premises affected. The other exception will be signs that are necessary by the original owner/developer of the subdivision. All sign placement to be in accordance with local city sign ordinances then in effect.

11. Paving. Driveway and other flat paved areas may be concrete, exposed aggregate concrete, stamped concrete, asphalt, quarry tile, brick or paving blocks. Gravel areas are not permitted.

12. Solar Equipment. Solar panels are to be integrated into roof design. Panels and frames must be compatible with roof colors and all equipment must be screened from view and prior written approval obtained from the Committee.

13. Antennas. All antennas are restricted to the attic or interior of the Living Unit. Satellite dish antennas shall be allowed provided they are screened from view and their location is approved in writing by the Committee. Satellite dish antennas shall not be permitted on roofs.

No short-wave radio antennas may be constructed or attached without prior written approval of the Committee.

14. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste and shall not be kept except in covered sanitary containers which shall be screened from view. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Each lot shall 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.

15. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garages, barn or other out buildings shall be used on any lot at any time as a residence, either temporary or permanently.

16. Accessory Structures. Patio structures, trellises, sunshades, gazebos and any other appurtenant buildings shall be constructed of materials consistent with the colors, textures and materials approved for the dwelling and shall be integral to the architecture of the house and subject to the prior written approval of the Committee. It is understood that out buildings such as swimming pool and tennis court dressing facilities may be constructed on any Lot as long as they are in conformity with the requirements of this Declaration. All pools must be fenced in strict compliance with local ordinances with the prior written approval of the Committee.

17. Pools, Spas, Fountains, Gamecourts. Pools, spas, fountains and gamecourts must be approved by the Committee and shall be located to avoid impacting adjacent properties with light or sound. No gamecourt shall be located in front yards. Pool heaters and pumps must be screened from view and sound insulated from neighboring houses. Nothing herein shall be construed as permitting the construction of skateboard areas and/or ramps, which structures shall be prohibited.

18. Landscaping. Trees, lawns, shrubs and other plantings provided by the Owner either before or after construction of a residence upon said Lot shall be properly nurtured and maintained or replaced at the Owner's expense upon request of the Committee. No fence, wall, or screen shall be erected without prior written approval of the Committee. No fence, wall hedge or screen shall be erected that would obstruct sight lines or otherwise constitute a traffic hazard, particularly near driveways and street intersections. Only such natural foliage shall be removed from each Lot as is necessary for clearing the driveway, excavation for the foundation, and for lawns and patio areas. Topsoil is to be scraped and stockpiled before excavation for foundations or footings. The topsoil is to be replaced at the time of finish grading on each Lot. No planting or structures shall be placed or permitted which may damage or interfere with established slope ratios, create erosion or change the direction of drainage channels. All materials used to retain and contour the slope of any Lot or improvement must conform with the natural beauty and color of the Subdivision and must be approved by the Committee. Each dwelling unit shall have installed surrounding it an outdoor sprinkler system for fire protection an irrigation.

Landscaping may include a combination of lawn, shrubs or ground cover. Ground cover may include vegetative vines, low-spreading shrubs, or annual or perennial flowering or foliage plants. Ground cover may also include mineral or non-living organic permeable material in not more than 50% of the net landscaped area. Mineral ground cover may include such materials as rocks, boulders, gravel, or brick over sand. Species, size and placement of landscape elements shall be determined by the homeowner and approved by the Committee prior to commencement of landscaping.

a. **Deadline for Completion of Landscaping.** The front yard of each Lot (from the street to the front line of the residence on the Lot) shall be landscaped within one (1) year of the occupancy date of any structure built upon said Lot. The remainder of the Lot shall be landscaped within two (2) years of the occupancy date of any structure built upon said Lot.

b. **Revegetation of Slopes.** Where any slope on any Lot has a slope of 30% or greater, the Owner thereof shall be required to immediately revegetate said slope and present a revegetation plan to the Committee for review and approval.

19. **Fences and Walls.** Fencing and walls shall be stucco, wood, brick, masonry, stone, vinyl, chain link or wrought iron. Fences and walls are to be color coordinated with the approved dwelling colors. Use of landscaped materials for hedges and fencing is encouraged. No structure or fences shall be permitted in any area designated by Bountiful City as non-buildable. Fences, walls or hedges shall not exceed six (6) feet in height, provided, however, that no wall, fence or opaque hedge or screening materials (other than pre-construction natural vegetation) shall be maintained within: (1) a required front yard; (2) in any portion of a rear yard which is highly visible from any Subdivision street or non-adjoining Lot because of the elevation or slope of the portion of the rear yard concerned unless specifically permitted by the Committee; (3) any portion of the Lot having a slope greater than 30%.

On corner lots, no fence or other similar structure shall be erected in any side yard bordering a street to a height in excess of three and on-half feet. All fences and walls require a building permit from Bountiful City and must have prior written approval of the Committee.

20. **Parking and Storage.** No major mechanic work or repairs are to conducted in streets or front yards of houses. No inoperative automobile or vehicle shall be placed or remain on any lot or adjacent street for more than 48 hours. No commercial type vehicles and no trucks shall be parked or stored on the front yard setback of any lot, or within the side yard building setback on the street side of a corner lot, or on the residential street except while engaged in transportation. Trailers, mobile homes, trucks over three quarter ton capacity, boats, campers not on a truck bed, motor homes, buses, tractors and maintenance or commercial equipment of any kind shall be parked or stored behind the front yard setback in an enclosed area screened from street view as approved by the Committee. Sufficient side yard gate access should be planned and provided for in the design of the home, to permit ingress, egress and storage of trailers and recreational type vehicles on the side and rear yards. The storage or accumulation of junk, trash, manure or other offensive or commercial materials is prohibited. No pads used for the storage of

vehicles or other material either temporarily or permanently shall be constructed within the side or a front 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 paved surface from this time henceforth and forever.

21. **Maintenance and Repair.** No improvements on any Lot shall be permitted to fall into disrepair and such improvements shall at all times be kept in clean, safe, attractive, and good condition and repair and adequately painted or otherwise finished. In the event any building or structure is damaged or destroyed, then, subject to the approvals required herein, such building or structure shall be immediately repaired or rebuilt or shall be demolished.

22. **Water Discharge.** It shall be unlawful for any person owning, occupying or having control of any premises to suffer or 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 spread upon the surface of any sidewalk, street or adjoining lot. This is intended to require that the owner maintains water on his property.

23. **Subdivision of Lots.** No owner of any lot within the subdivision shall at any time be permitted to subdivide his lot.

24. **Construction Time.** There is no time limit for beginning construction; however, having commenced construction upon any building lot, the owners shall continue therewith and have the structure upon the property ready for occupancy as a residence within twelve (12) months from the date construction is commenced unless otherwise approved by the Committee or the developer. During the construction period, each construction site shall be kept clean and all debris, excavation dirt, etc., shall be promptly removed from the Lots and not permitted on public streets or sidewalks.

#### **NEW BUILDING AND PROCEDURE**

To maintain a degree of protection to the investment which homeowners in this area may make, homes of superior design are requisite. Designs shall be limited to those prepared by architects or by qualified residential designers of outstanding ability whose previous work may be reviewed as a part of the approval process.

No construction of home or landscaping may commence without approval of the Architectural Control Committee (Committee) of the working drawings.

**WORKING DRAWINGS**—To be filed for approval and accepted before construction is begun.

Shall include as minimum the following:

1. Plot Plans to scale showing the entire site, building, garages, walks, drives, fences, lights, retaining walls, with elevations of the existing and finished grades and contours including those at the outside corners of the buildings and at adjacent

property lines and street fronts and elevations of floors from a designated point on the street.

2. Detailed floor plans showing dimensions and measurements.
3. Detailed elevations, indicating all materials and showing existing and finished grades.
4. Detailed sections, cross and longitudinal.
5. Details of cornices, porches, windows, doors, garages, garden walls, steps, patios, fences, carriage lights, etc.

Specifications shall give complete descriptions and color samples of materials to be used. Supplement those with a notation of the colors of all materials to be used on the exterior of the residence.

#### **ARCHITECTURAL CONTROL COMMITTEE (COMMITTEE)**

Except for the initial Committee which consists of the Owner/Developer of record and his assigns, the Architectural Control Committee shall consist of three members, the majority of which shall constitute a quorum and the concurrence of the majority shall be necessary to carry out the provisions applicable to this Committee. In the event of death or resignation of any of the members, the surviving members of the Committee shall have full authority to appoint another person to fill the said vacancy. Except for the initial members appointed to the Committee, all members of the Committee must be residents of the subdivision at the time of their appointment. Should any member move his residence outside of the subdivision he shall be disqualified to serve and the Committee shall declare a vacancy.

At such time that all lots owned by the initial Owner/Developer are sold and conveyed in any or all future phases of the development at the developer's sole discretion, the aforementioned Owner/Developer shall be released from responsibility of the Committee. The reorganization of the Committee shall be by a 2/3 majority vote of the then current property owners within the described property.

In the event of violation of any of these codes and covenants, the Architectural Control Committee is authorized and empowered to take such action as may be necessary to restrain or enjoin the violators of these codes and covenants. All costs including attorney's fees, of such enforcement shall be borne by property owners who are in violation of said codes and covenants.

#### **MISCELLANEOUS**

1. Interpretation of the Covenants. Except for judicial construction, the Committee shall have the exclusive right to construe and interpret the provisions of this Declaration. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Committee's

construction or interpretation of the provisions hereof shall be final, conclusive and binding as to all persons and property benefited or bound by this Declaration and provisions hereof.

2. Severability. Any determination by any court of competent jurisdiction that any provision of this Declaration is invalid or unenforceable shall not affect the validity or enforceability or any of the other provisions hereof.

3. Rules and Regulations. The Committee shall have the right to adopt rules and regulations with respect to all aspects of the Committee's rights, activities and duties, provided said rules and regulations are not inconsistent with the provisions of this Declaration.

4. Covenants to Run with Land. This Declaration and all provisions hereof shall constitute covenants to run with the land or equitable servitudes, as the case may be, and shall be binding upon and shall inure to the benefit of the Declarant, and all parties who hereafter acquire any interest in a Lot shall be subject to the terms of this Declaration and the provisions of any rules, regulations, agreements, instruments, and determinations contemplated by this Declaration; and failure to comply with any of the foregoing shall be grounds for an action by the Declarant or the Committee or an aggrieved Owner for the recovery of damages, or for injunctive relief, or both. By acquiring any interest in a Lot, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration.

#### TERM AND AMENDMENTS

1. Term; Method of Termination. This Declaration shall be effective upon the date of recordation hereof and, as amended from time to time, shall continue in full force and effect for a term of twenty (20) years from the date of recordation. From and after said date, this Declaration, as amended, shall be automatically extended for successive periods of ten (10) years each, unless here is an affirmative vote to terminate this Declaration by the then Owners (based upon one vote per Lot) casting seventy-five percent (75%) of the total votes cast at an election held for such purpose within six (6) months prior to the expiration of the initial effective period hereof or any ten (10) year extension. The Declaration may be terminated at any time if at least ninety percent (90%) of the votes cast by all Owners shall be cast in favor of termination at an election held for such purpose. No vote to terminate this Declaration shall be effective unless and until the written consent to such termination has been obtained, with a period from six (6) months prior to such vote to six (6) months after such vote, from the holders of recorded first mortgages or deeds of trust on seventy-five percent (75%) of the Lots upon which there are such recorded first mortgages and deeds of trust. If the necessary votes and consents are obtained, the Committee shall cause to be recorded in the Davis County records a "Certificate of Termination", duly signed by a member of the Committee and acknowledged before a Notary Public. Thereupon the covenants herein contained shall have no further force and effect, and the Committee shall be dissolved pursuant to the terms set forth in its articles.

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



IN WITNESS WHEREOF, the undersigned, Bountiful Ridge, L.C. of Utah, has executed the instrument this 21<sup>st</sup> day of MAY, 1997.

**BOUNTIFUL RIDGE, L.C., A UTAH LIMITED LIABILITY COMPANY**

By: *Kem C Gardner*  
Kem C Gardner  
Member

By: *Walter J Plumb III*  
Walter J. Plumb III  
Member

STATE OF UTAH            )  
  ) ss  
COUNTY OF SALT LAKE )

On this 21 day of May, 1997, personally appeared before me KEM C. GARDNER and WALTER J. PLUMB-III who duly acknowledged to me that they executed the foregoing Declaration of Covenants, Conditions and Restrictions as members of BOUNTIFUL RIDGES, L.C., a Utah limited liability company.

My Commission Expires:

4-28-2001

*Deniese D Balli*  
Notary Public  
Residing at *Salt Lake County*

