



W2947345

When recorded return to:
5238 West 2150 North
Ogden, Utah 84403

E# 2947345 PG 1 OF 10
Leann H. Kilts, WEBER COUNTY RECORDER
16-Oct-18 0409 PM FEE \$63.00 DEP DAC
REC FOR: MOUNTAIN VIEW TITLE - OGDEN
ELECTRONICALLY RECORDED

19-387-0001 thru 0018
19-388-0001 thru 0018

DECLARATION OF PROTECTIVE COVENANTS
PARK PLAZA PHASES 1 & 2

The owners of the following described real property, makes the following declaration as to limitations, restrictions, agreements and covenants to run with the described land and be binding on all present and future owners thereof, for their mutual benefit and protection.

The declarations, restrictions, agreements and covenants stated herein are intended to and will replace the Declaration of Protective Covenants with the Weber County Recorder of the State of Utah on September 11, 2018 as Entry Number 294108. The real property described therein is released from any and all burdens imposed upon the same by those Declarations recorded September 1, 2018.

The described land is all of the lots, Park Plaza Phase 1 and Phase 2, a subdivision in Farr West City, Weber County, State of Utah, (hereinafter "the Subdivision"), more particularly described on attached **Exhibit "A"**, established pursuant to a plat recorded September 6, 2018 as Entry Number 2940331 & 2940332, of the records of Weber County, Utah.

1. Farr West City Zoning and Subdivision Ordinances. The lawfully enacted zoning regulations of the City, and any building, fire, and health codes are in full force and effect in the Subdivision, and no Lot may be occupied in a manner that is in violation of any other statute, law, or ordinance. The City is not required to perform any responsibility delineated in this Declaration that has not been specifically identified as a City requirement. The City may compel the Owners to comply with any governmental regulation or issue of public safety.

2. Business or Commercial Uses. Owners shall only conduct those activities permitted by City zoning ordinance.

3. Erosion Control. Each owner in Park Plaza Subdivision shall be responsible to insure that no erosion or water drainage shall take place from their Lot which may adversely affect neighboring properties and/or roads. Once a lot is purchased each Owner acknowledges that they are responsible for their Storm Water and will comply with the Storm Water Protection controls as outlined by the State of Utah.

4. Drainage. No Owner shall alter the direction of natural drainage from their Lot, nor shall any Owner permit accelerated storm run-off to leave their Lot without first using reasonable means to dissipate the flow.

5. Home Construction and repairs to existing improvements: Construction of a dwelling is to begin within 1 year from the time the lot is purchased. Once a lot is purchase, each Owner is responsible for maintenance of the lot, keeping the lot clear of weeds and trash and is responsible to repair any damage to the sidewalks and all other concrete improvements.

6. Compliance: The sole responsibility for compliance with the provision of this Declaration shall rest with the lot owners in the Subdivision.

7. Residential Lots. All lots in the Subdivision shall be known and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any lot which is not a single family dwelling not to exceed two stories in height with no less than a two-car garage. All new home building permit applications shall have a restriction that the lowest finish floor elevation to the dwelling shall not be lower than the adjacent top back of curb elevation or if curb is not present, no lower than the existing ground surface. Exceptions to this will only be allowed upon City approval. Each Owner shall be responsible for the depth of foundations and shall hold harmless the City, City Engineer, Developer and Developer's Engineer in the event of water damage.

8. Antennas. All antennas must be enclosed or not higher than 36 inches above top of roof top. Any satellite dishes may be no larger than 36 inches in diameter and located in a manner so that they are not highly visible from any adjoining Lot or the road fronting the Lot.

9. Solar Panels. Solar panels must lie flat against the roof and may not differ in pitch or color from the roof surface on which they are mounted.

10. Balconies and Decks. The area under any deck shall not be used for storage of equipment, firewood, building material, or similar material unless the area under the deck is enclosed.

11. Dwelling Quality and Size. All dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be provided on the date this Declaration is recorded. All dwellings shall have a minimum of an attached two-car garage. Carports are not allowed. All rambler-style homes shall have no less than 1,600 square feet, exclusive of open porches and garages. All two-story dwelling shall have a minimum of 2,100 square feet above ground exclusive of open porches and garages and have a minimum of 1,500 square feet on the main level, exclusive of open porches and garages.

12. Construction Methods and Materials. The exterior front of any structure erected in the Subdivision shall have at least 30 percent of its area covered with brick or stone if the balance of the front is hardy or fiber cement type board. If the balance of the front is stucco, then the exterior front of any structure shall have at least 50 percent brick or stone. The sides and rear of the building may be brick, rock, stone, stucco, hardy or fiber cement type siding. No aluminum or vinyl siding will be allowed. All buildings shall have a roof of at least a 5 x 12 pitch. All shingles shall be architectural asphalt shingles.

13. Architectural Control Committee: No building shall be erected or placed on any lot in the subdivision until the construction plans and specifications and a plot plan showing the size and location of the structure have been approved by the Architectural Control Committee (ACC), as to the quality of workmanship, materials and harmony of external design with neighboring structures and to location with respect to topography and finish grade elevation. The ACC shall initially be Kami Marriott, Randy Marriott and Kirk Nelson and/or their assigned representative. The ACC members shall have no affirmative obligation to be certain that all construction in the Subdivision complies with the restrictions contained herein and no ACC member shall have any liability or responsibility for any decision or lack thereof in carrying out the duties of a committee member. The sole responsibility for compliance with the provisions of the declaration shall rest with the lot

owners in the Subdivision. Once all lots have been built upon, the ACC members will be appointed by a majority vote of the lot owners in the Subdivision.

14. Landscaping. Within six (6) months following issuance to Owner of an occupancy permit, but in no event later than the summer immediately following the completion of Owner's home, each Owner is required to landscape the Lot. **There may be certain types of trees and vegetation that may not thrive in the soil conditions of the area. Lot owner shall complete their own due diligence concerning the soil types and types of trees and vegetation compatible with the soil.**

15. Kennels and Dog Runs. No kennel or dog run may be placed except as allowed by zoning and the kennel shall be completely screened from the view of all adjoining Lots.

16. No Re-Subdivision. No Lot may be re-subdivided without the consent of the City. No re-subdivision of any Lot may result in the construction of any additional Dwelling Units within the Subdivision.

17. Completion Required Before Occupancy. No Dwelling may be occupied prior to its completion and the issuance of a certificate of occupancy by the City.

18. Temporary Structures Prohibited. No structure of temporary nature, such as a trailer, tent, shack, garage or other outbuilding shall be used on any lot at any time as a residence.

19. Animals. Only ordinary household pets (not to exceed two), to the extent permitted by City ordinances may be kept on any Lot. Each Owner shall be responsible for preventing pets from entering Lots owned by other Owners.

20. Trash. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept or permitted to remain on any lot except in sanitary containers. No materials shall be kept or stored on any lot that would be unsightly or a fire hazard. This includes trash during construction.

21. Signs. No signs of any kind shall be displayed to the public on any lot except one professional sign of no more than five square feet advertising the property for sale.

22. Nuisance. No noxious or offensive 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, including the creation of loud or offensive noises or odors that detract from the reasonable enjoyment of nearby Lots.

23. No Unsightliness. No unsightliness is permitted on any Lot. This shall include, without limitation, the open storage of any building materials (except during the construction of any Dwelling unit or addition); open storage or parking of farm or construction equipment or trucks larger than pick-up trucks. Boats, campers, camper shells and trailers may only be parked to the side of the dwelling, or in front during periods of actual loading and unloading. No inoperable motor vehicles; accumulations of lawn or tree clippings or trimming; accumulations of construction debris or waste; household refuse or garbage except as stored in tight containers in an enclosure such as a garage; and the storage or accumulation of any other material, vehicle, or equipment on the Lot in a manner that it is visible from any other Lot or any public street will be allowed.

24. No Hazardous Activity. No activity may be conducted on any Lot that is, or would be considered by a reasonable person to be unreasonably dangerous or hazardous, or which would cause the cancellation of a conventional homeowner's insurance policy. This includes, without limitation, the storage of caustic, toxic, flammable, explosive or hazardous materials in excess of those reasonable and customary for household uses, the discharge of firearms or fireworks, and setting open fires (other than properly supervised and contained barbecues.)

25. No Fuel Storage. No fuel oil, gasoline, propane, or other fuel storage tanks may be installed or maintained on the property. Dwellings shall be heated with natural gas, solar, or electric heat. Propane or other such containerized fuels may be used only during construction of the Dwelling until the permanent heating system is installed and operational. Notwithstanding the foregoing, propane tanks for outdoor barbecues shall be permitted.

26. No Annoying Lights. No outdoor lighting shall be permitted except for lighting that is designed to aim downward and limit the field of light to the confines of the Lot on which it is installed. This shall not apply to street lighting maintained by the City.

27. Sewer Connection Required. All Lots are served by sanitary sewer service, and no cesspools, septic tanks, or other types of waste disposal systems are permitted on any Lot. All Dwelling units must be connected to the sanitary sewer system. The installation, operation and maintenance of each grinder pump station are the sole responsibility of the Owner.

28. Fences. Fence materials may be vinyl, wrought iron, brick, rock or stone. No chain link will be allowed. No fence, wall, or other similar structure shall be constructed or placed on any lot that may obstruct the view of traffic, and must comply with City ordinance for fencing. Fencing will not be placed at a height greater than six feet. Lots bordering the Western Drain require a 6' security fence which will be installed by the Developer. Costs to install the security fence will be collected from the lot purchaser at closing of each lot that borders the Western Drain. Lot owners are to maintain the security fence and cannot remove or replace the fence without written permission from the Developer and Farr West City.

29. Obstructions. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the Subdivision roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and lines connecting at points 20 feet from the intersection of the street lines or in the case of a rounded property corner, from the intersection of the street lines extended. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines. The aforementioned issues to be in accordance with City Ordinance.

30. Water Table Elevation. A buyer of any lot in the Subdivision assumes all of the responsibility as to the depth in which they put their footings and foundation and holds the developers and Farr West City harmless from any damages that may come due to high ground water. Suggested depth restrictions on each lot are noted on the plat map.

31. Underground Utilities. All new gas, electrical, telephone, television, and any other utility lines in the Subdivision are to be underground, including lines within any Lot which service installations entirely within that Lot. No propane tanks or oil tanks may be installed on any Lot except for temporary heat during construction.

32. Easements. Easements and rights of way shall be reserved to the City, utility companies and the undersigned, its successors and assigns, on and over the Subdivision, as shown on the recorded plat, for the erection, construction and maintenance and operation thereon or therein of drainage pipes or conduits, pipes, manholes, poles, wires and other means of conveying to and from lots in Subdivision, gas, electricity, water, telephone, sewage, and other services for the convenience of lot owners in the Subdivision.

33. Duration of Covenants. The covenants contained herein shall run with the land and shall be binding on all owners of lots in the Subdivision from the date hereof for a period of 20 years, at which time said covenants shall continue automatically for successive periods of ten years each, unless an instrument signed by a majority of the thirty-three lot owners in the Subdivision is recorded changing said covenants in whole or in part.

34. Maintenance of Property. All Lots, and the Improvements on them, shall be maintained in a clean, sanitary, attractive and marketable condition at all times. No Owner shall permit his Lot or the Improvements on it to fall into disrepair.

35. Vehicles Restricted to Roadways. No motor vehicle will be operated on the Subdivision except on improved roads and driveways.

36. No Transient Lodging Uses. The Lots are to be used for residential housing purposes only, and shall not be rented in whole or in part for transient lodging purposes, boarding house, "bed and breakfast", or other uses for providing accommodations to travelers. No lease of any Dwelling on a Lot shall be for a period of less than 30 days. No Dwelling on a Lot shall be subjected to time interval ownership.

37. Secondary Water System. The municipality requires that Park Plaza Subdivision install a secondary Irrigation water system for the Subdivision. The secondary water service will be provided by Mt. View Irrigation and the lot owner agrees to comply with the By-laws and rules of the company.

38. Enforcement of Covenants. Any violation of these Covenants which is permitted to remain on the property is deemed a nuisance, and is subject to abatement by any other owner.

39. Acceptance of Restrictions. All purchasers of lots in the Subdivision shall, by entering into contracts to purchase and accepting deeds for such lot, be conclusively deemed to have consented and agreed to all restrictions, conditions, terms, agreements and covenants herein contained.

40. Remedies.

- a. Any single or continuing violation of the covenants contained in this Declaration may be enjoined in an action brought by the Declarant (for so long as the Declarant is the Owner of any Lot) or by any other Owner. In any action brought to enforce these covenants, the prevailing party shall be entitled to recover as part of its judgment the reasonable costs of enforcement, including attorney fees and costs of court.
- b. Nothing in this Declaration shall construed as limiting the rights and remedies that may exist at common law or under applicable federal, state or local laws and ordinances for the abatement of nuisances, health and safety, or other matters. These covenants are to be construed as being in addition to those remedies available at law.
- c. The remedies available under this Declaration and at law or equity generally are not to be considered as exclusive, but rather cumulative.

d. The failure to take enforcement action shall not be construed as a waiver of the covenants contained in this Declaration in the future or against other similar violations.

41. Invalidity. Invalidation of any of the covenants herein contained, in whole or in part, by judgment or court other shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this document
this 10 day of October, 2018.

By: Kami Marriott
Kami Marriott, Manager of
Golden Land Development, LC.

STATE OF UTAH)
 :SS
COUNTY OF WEBER)

On the 10 day of October, 2018 personally appeared before me Kami Marriott who under oath acknowledged to me that she is the manager of Golden Land Development, L.C. and that she executed the above instrument for and in behalf of Golden Land Development, L.C.

Amy Roskelley
NOTARY PUBLIC
Residing at:

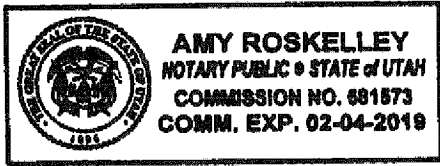


EXHIBIT "A"

ALL OF LOTS 101R THRU 118R, PARK PLAZA PHASE 1, FARR WEST CITY, WEBER COUNTY,
UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF.

PARCEL NO. 19-387-0001 THRU 19-387-0018

ALL OF LOTS 201R THRU 218R, PARK PLAZA PHASE 2, FARR WEST CITY, WEBER COUNTY,
UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF.

PARCEL NO. 19-388-0001 THRU 19-388-0018