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DEC 19 2001

**ROCK CREEK SUBDIVISION**

**DECLARATION OF BUILDING AND USE RESTRICTIONS**

E 1713428 B 2948 P 509  
SHERYL L. WHITE, DAVIS CNTY RECORDER  
2001 DEC 19 1:08 PM FEE 48.00 DEP MEC  
REC'D FOR MARK HIGLEY CONSTRUCTION LLC

**PART A. PREAMBLE**

KNOWN ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned being the owners of the following described real property located in the City of Syracuse, Davis County, State of Utah, to wit:

12 - 454 - 0201 thru 0230

Lots 201 through 230 inclusive of Phase 2 Plat; Rock Creek Subdivision; according to the official plats thereof, as recorded in the office of the County Recorder of said County, do hereby establish the nature of the use and enjoyment of all lots in said subdivisions and do declare that all conveyances of said lots shall be made subject to the following conditions, restrictions and stipulations: **SUBSEQUENT PHASES OF LOTS TO BE ADDED AT LATER DATES.**

**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 to remain on any lot other than one detached single-family dwelling no to exceed two stories in height and private garages and/or carports for not more than three vehicles. All construction to be of new materials, except that used brick may be used.
2. Architectural Control. No outbuilding or additions shall be erected, placed, nor altered on any lot until the construction plans and specifications and a plan showing the location of the 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 nearer to any street than the front building setback line unless similarly approved or conforms to City of Syracuse ordinance. Approval shall be as provided in part C.
3. Dwelling Cost, Quality and Size. No dwelling shall be permitted on any lot at a cost of less than \$50,000.00 exclusive of lot, based upon cost levels prevailing on the date thereas covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date there covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The finished floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1,000 square feet, with a two-car garage.

4. Building Location.
  - a. No building shall be located nearer than 30 feet to the front lot line of a cul-de-sac lot, and no closer than Syracuse City allows on all other lots.
  - b. No dwelling shall be located nearer than 10 feet to any side lot line and a minimum of 10 feet between dwellings. Dwelling shall be located from rear lot line as per Planning Commission & City Council approved footprints.
  - c. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a 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.
5. Easement. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. 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 of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channel in the easements. The easement area of 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.
6. 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 clothes drying or storage of any articles which are unsightly in the opinion of the Architectural Control Committee will be permitted in carports, unless in enclosed area designed for such purposes. 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.
7. 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. No Mobile Homes are permitted.
8. Vehicles. No trailer, trailer coach, motor home, truck, camper, camp trailer, or boat shall be kept or maintained anywhere on the project, including public or private street, in such a manner as to be visible from a neighboring lot, unless screened in a designed side yard behind fencing or other such screening material that is in accordance with the neighborhood environment.
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 the builder to advertise the property(s) during the construction and sales period.

10. Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose and are restricted to the owner's premises or on leash under handler's control.
11. 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.
12. Sight Distance at Intersection. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 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 20 feet from the intersection of the street lines or in case of a rounded property corner from the intersection of the street property line 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.
13. Oil and Mining Operations. No oil drilling, oil development operating, oil refining, quarrying 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.
14. Landscaping. Trees, lawns, shrubs, or other plantings provided by the developer shall be properly nurtured and maintained or replaced at the property owner's expense upon request of the Architectural Committee.
15. Slope and Drainage Control. No Structure, planting 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 of services performed pursuant to this covenant. At any time after the developer has certificated of occupancy on the last lot, the then record owners of a majority of the lots shall have the power through a duly recorded 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:

Mark Higley  
Roger Berg

2. Procedure. The Committee's approval or disapproval is required and these covenants shall be in writing. In the event of the committee, or its designated representative, fails to approve or disapprove within 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 determined to have been fully complied with.

#### PART D. GENERAL PROVISIONS

1. Terms. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period for forty years from the date these covenants are recorded, after which time, said covenants shall be automatically extended for successive periods 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 part.
2. Enforcement. Enforcement shall be by proceedings at law or equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.
3. Severability. Invalidation of any of these covenants by judgment or court

