

SECURITY TITLE CO.

Ord. No. 97132

RETURNED

NOV 17 1992

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CAROL DEAN PAGE, DAVIS CNTY RECORDER
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REC'D FOR SECURITY TITLE COMPANY

all Summerwood Phase IV & V

**DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS
AND RESTRICTIONS AFFECTING THE REAL PROPERTY
KNOWN AS SUMMER WOOD SUBDIVISION
PHASES IV & V**

08-152-0401 to 0405

08-153-0501 to 0516

THE undersigned, Farmington Investors, a Utah partnership, being the owner of the lands hereinafter described as SUMMER WOOD SUBDIVISION, Farmington City, Davis County, Utah, desiring to develop a residential area of distinctive and individual character and to provide means by which such character may be safely guarded and protected, does hereby make this Declaration of Protective Covenants, Conditions and Restrictions as follows to-wit:

WHEREAS, the undersigned is the legal and beneficial owner of a certain tract of land situated in Farmington City, Davis County, State of Utah, described as SUMMER WOOD SUBDIVISION/^{PHASES IV & V,} according to the Official Plat thereof, on file in the office of the Davis County Recorder (the "Subdivision").

WHEREAS, the undersigned is about to sell lots on the property described above which the undersigned desires to subject, pursuant to a general plan of improvement, to certain restrictions, conditions, covenants and agreements prior to any such sales, as hereinafter set forth:

NOW, THEREFORE, the undersigned declares that the property described above shall be sold, conveyed, leased, occupied, resided upon and hypothecated subject to the following covenants, conditions and restrictions, (hereinafter "Declaration").

1. PURPOSE

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The purpose of this Declaration is to insure the use of the Subdivision for attractive residential purposes, to prevent nuisances, to prevent the impairment of the attractiveness of the property, and to maintain the desired tone of the community, thereby securing to each lot owner the full benefit and enjoyment of his home, with no greater restriction on the free and undisturbed use of his site than is necessary to insure the same advantages to the other site owners.

2. THE ARCHITECTURAL REVIEW BOARD

The Architectural Review Board (the "Board") is charged with the responsibility of carrying out the objectives and declared purposes of this Declaration. The initial Board shall consist of: Mr. Don A. White and Mrs. Rosemary White. The Board shall consist of at least two and not more than three individuals. The initial members of the Board may, but are not required to, appoint a third member. Members of the Board need not be individuals who own land within the Subdivision. Any resigning member of the Board can appoint his/her replacement to serve on the Board. In the event a Board member dies or resigns without naming a successor, or a named successor does not accept the appointment, the remaining Board member(s) shall be authorized to appoint a replacement Board member. A Board member can be removed from the Board by written petition signed by the owners of a majority of the lots within the Subdivision and the owners of a majority of the lots within the Subdivision are empowered to fill any vacancy on the Board not filled as set forth above within twenty (20) days after the vacancy is created. The remaining members of the Board shall not be precluded, however, from filling any vacancy on the Board more than twenty

(20) days after the creation of the vacancy if the said lot owners have not already named a replacement as set forth above.

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3. APPROVAL PROCEDURES

Any plans and specifications for building upon a lot within the Subdivision by the owner thereof must be submitted to the Board for approval at least three weeks prior to commencing construction. Such approval is conditioned upon compliance with the following procedures:

A. The Owner submitting a site layout plan showing the following:

1. The proposed home as it will be situated on the lot;
2. All drives, walkways, patios, barbecues, barns, outbuildings, stables, swimming pools, tennis courts, and similar improvements. The dimensions of all such improvement and distances between the improvements and the lot boundaries and other improvements on the lot;
3. Elevation of sewer as it relates to house elevation;
4. Finish grading plans;
5. Complete set of architectural documents;
6. Complete set of all exterior colors in the form of samples or color chips, with detailed information as to the location of the color, and types of all exterior building materials.

Any subsequent changes, improvements, or alterations in such plans must be submitted to the Board for written approval.

No construction shall be commenced on any lot within the Subdivision until the foregoing has been approved by the Board in writing, which approval shall not unreasonably be withheld.

Any approval or disapproval must be made in writing within twenty (20) days after submission. In the event the Board fails to take any action within such period, it shall be deemed to have approved the material submitted. Any plans and specifications shall be approved or disapproved by in writing, and signed by at least two (2) members of the Board.

In deciding whether to approved or disapprove plans and specifications, the Board shall use its best judgment to insure that all improvements, construction, landscaping and alterations on lots within the Subdivision conform to and harmonize with existing surroundings and structures.

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4. MATERIALS

Each structure will be constructed of stone, brick, and wood. Aluminum soffet and facia trim will be allowed. Aluminum and stucco siding will be allowed upon written approval of the Architectural Review Board. Roof surfaces will be wood shingles, tile, or other architectural grade shingles approved by the Board. Colors of exterior materials will be shades of brown (earth tones) and grays. White may be used as a trim color but shall cover no more than 15% of the exterior surface.

5. SIZE

Each residence shall have a minimum of 1500 sq. ft. of main floor space if single story, and 1200 sq. ft. if multiple story, but in any event must have a total of not less than 3000 sq. ft. of living space excluding garages, porches, and patios. Levels built below ground level may be included in total living space requirements if the elevation of either the front or rear of the house is designed as a 1 1/2 or 2 story building, otherwise below ground levels will only be credited for 500 sq. ft. of living space towards the total requirement of 3000 sq. ft.

6. UTILITY LINES

All utility lines shall be installed underground. Connection fees shall be paid by each individual lot owner.

7. OUTBUILDING, BARN, AND FENCES

It is not necessary that the outbuildings and barns utilize wood shingles or tile roofing

material, but the structures must be of similar quality and material as the house. No temporary structures may be used to house animals. Barbed wire fences may not be used. Wood fences must be painted with the above approved colors. Chain link fences may not be used in the front yard of a residence.

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8. PARKWAYS

All areas between the sidewalk and the curb and gutter shall be maintained in grass. Suitable trees will be permitted but no shrubs or other ground covers will be allowed.

9. ANIMALS

Lot owners have the right to harbor animals, but to protect the rights of other lot owners, animals must be contained on the owner's property with proper fencing and such contained areas must be cleaned on a regular basis to minimize odors and maintain a clean appearance. No pigs are allowed within the Subdivision.

10. PRIMARY USE

The primary use of each lot within the Subdivision shall be for residential purposes. No more than one house shall be built on each lot and it shall be a detached single family dwelling and shall not exceed two stories in height from the public street side and shall include a private garage for not less than two (2) cars. Private garages with more than three (3) cars shall not face the public streets. "Family" is defined to mean persons related by blood or marriage, by legal adoption, or by operation of law.

11. GOVERNMENTAL REGULATIONS

All applicable governmental rules, regulations, and ordinances of Farmington City, or otherwise, must be complied with regarding activities within the Subdivision. When a subject

is covered both by this Declaration and a governmental rule, restriction or ordinance, the more restrictive requirements shall be met.

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12. CONSTRUCTION

Once begun, any improvements, construction, landscaping, or alterations approved by the Board shall be diligently prosecuted.

13. NO LIABILITY FOR DAMAGES

The Board and the members thereof, shall not be held liable for damages by reason of any action, inaction, approval, or disapproval by it with respect to any request made pursuant to this Declaration.

14. EXCEPTIONS

This Declaration shall not apply to dedicated streets and easements within the Subdivision and the construction, repair and/or maintenance of streets and utility facilities within the Subdivision shall not be subject to Board approval or the other provisions of this Declaration.

15. AMENDMENT

Any amendment to this Declaration shall be executed by the owners or all least two-thirds of the lots within the Subdivision and any such amendment shall apply to the entire Subdivision.

16. INTERPRETATION

The captions which precede the paragraphs of this Declaration are for convenience only and in no way affect the manner in which any provision hereof is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both genders. The

invalidity or unenforceability of any portion of this Declaration shall not affect the validity or enforceability which makes it possible to achieve the objectives outlined in paragraph 1 above. This Declaration shall be liberally construed to effect all of its purpose.

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17. COVENANTS TO RUN WITH LAND

This Declaration and all of the provisions hereof shall constitute covenants to run with the land or equitable servitude, as the case may be, and shall be binding upon and shall insure to the benefit of all parties who now own or hereafter acquire any interest in a lot in the Subdivision, and their respective grantees, transferees, heirs, devisees, personal representatives, successors and assigns. Each owner or occupant of a lot or living unit within the Subdivision shall comply with all interests in all lots in the Subdivision and shall be subject to the terms of the Declaration. By acquiring any interest in a lot in the Subdivision the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration. This Declaration may be enforced by any court with jurisdiction over the same in an action instituted by the Board or by any party intended to benefit by this Declaration against any person violating or threatening to violate this Declaration. In any such action brought by the Board shall be entitled to an award of attorney fees and costs in addition to other appropriate relief. This provision shall not, however, place any affirmative duty on the Board to file any such action.

18. FORECLOSURE

Should any mortgage or deed of trust be foreclosed on the property to which this instrument refers, then the title acquired by such foreclosure, and the person or persons who thereupon and thereafter become the owner or owners of such property, shall be subject to and bound by all the restrictions enumerated herein.

19. RELEASE OF RESTRICTIONS ON PARTICULAR LOT

The restrictions on any lot in the Subdivision may be removed only by the unanimous written consent, duly acknowledged and recorded, of all the owners of lots in the Subdivision.

20. EFFECTIVE DATE

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This Declaration and any amendment or supplement hereto shall take effect upon its being filed for record in the Office of the County Recorder of Davis County, Utah.

FARMINGTON INVESTORS II PARTNERSHIP
BY: THE WHITE FAMILY TRUST, PARTNER

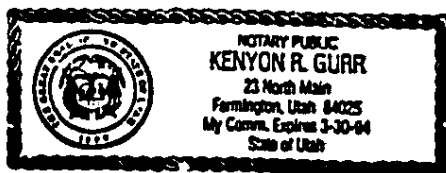
BY: Don A. White Jr.
DON A. WHITE JR., TRUSTEE

STATE OF UTAH I

SS.

COUNTY OF DAVIS I

On the 3rd day of November, A.D. 1992, personally appeared before me DON A. WHITE JR., as Trustee of THE WHITE FAMILY TRUST, which Trust is the General Partner of FARMINGTON INVESTORS II PARTNERSHIP, the within name Partnership, who duly acknowledged to me that he signed the within instrument for and on behalf of said Trust as General Partner of the within named Partnership, with full authority under said Trust as such Trustee, and that said Trust is the Partner of said Partnership acting under the terms of said Partnership and for and on behalf of said partnership.



Kenyon R. Gurr
NOTARY PUBLIC

Residing at: Salt Lake City, Utah

My Com. Expires: March 30, 1994