

WHEN RECORDED MAIL TO:  
Weber State Federal Credit Union  
4140 Harrison BLVD  
Ogden, UT 84408

E 2530111 B 5031 P 878-881  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
5/24/2010 3:53:00 PM  
FEE \$19.00 Pgs: 4  
DEP eCASH REC'D FOR FIRST AMERICAN TITLE

Declaration of Covenants, Conditions and Restrictions of

**COURTESY RECORDING**

This document is being recorded solely as a courtesy and as accommodation to the parties named therein. First American Title Insurance Agency hereby expressly disclaims any responsibility or liability for the accuracy of the content thereof.

Boynton Estates Subdivision

**Part A. Preamble**

The Undersigned, being the owner of the following described real property located in Davis County, State of Utah, to-wit:

All of Lots 1 to 4 inclusive, Boynton Estates Subdivision, Kaysville City, Davis County, Utah, according to the official plat thereof: as recorded in the office of the County Recorder of Davis County,

Tax ID Numbers: 11-642-0001, 11-642-0002, 11-642-0003, 11-642-0004

Do hereby establish the nature of the use and enjoyment of all lots in said subdivision and do declare that all conveyances of said lots shall be made subject to the following conditions, restrictions and stipulations:

**Part B. Residential Area Covenants**

1. Land use and building type: No lot shall be used except for residential, owner occupied, purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height and private garages for not more than four vehicles. Each dwelling may have a detached garage. All construction to be of new materials. No manufactured homes shall be erected.
2. Dwelling Quality and Size: The minimum permitted dwelling for lots 1, 2, 3 and 4 shall have an attached three-car garage or alternatively, upon buyer's discretion, the dwelling may have a detached garage with the minimum of a two-car garage. The detached garage must be set back a minimum of Six (6) feet from the back of the home. In addition, the main floor area of the main structure, exclusive of open porches and garages, shall not be less than 1800 square feet for a single story above ground or 2200 square feet combined for a multilevel. Dwellings shall be of rock, brick, stone and hardiplank. Dwellings may have stucco, but only up to 20%.
3. 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 will be permitted as the City ordinances and lot owner's majority opinion, unless in enclosed areas designed for such purpose. No automobiles, trailers, boats, or other vehicles are to be stored on streets on front or side unless they are in running condition, properly licensed and are being regularly used, as to City ordinance. No hay or other feed stacks are to be stored in front or side yards.

4. Temporary Structures: No structure of temporary character, trailer, tent, shack, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. No mobile homes are permitted.
5. Satellite Dishes: No satellite dishes of any size in excess of Thirty-six inches shall be erected on any lot, or on any structure. Other transmitting or receiving apparatus, which would be unsightly in the majority opinion of the lot owners, shall be prohibited.
6. Garbage and Refuse Disposal: No lot shall be used or maintained as dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. 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.
7. Oil and Mining Operation: No oil drilling, oil development operations, 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 gas shall be erected, maintained, or permitted upon any lot.
8. Cross Access Easement: Whereas, the dedicated plat for Boynton Estates Subdivision recorded August 27, 2007 as Entry #2300949 dedicates a 30-foot Cross Access Easement (hereafter known as Easement) between Lots 1, 3 and 4, and

Whereas, the undersigned have deemed it desirable to clarify the use of said Easement:

Now, therefore, the undersigned declare and agree as follows:

1. The primary use of the Easement shall be for ingress and egress.
2. The Easement shall not be used for parking of trailers, mobile homes, boats, snowmobiles or campers which have been detached from hauling vehicles.
3. The Easement shall not be used for storage of any kind.
4. No permanent sign or other obstruction shall be placed within the Easement.
5. Maintenance and snow removal for the Easement shall be the responsibility of the owners of Lots 1, 3, and 4 of said Boynton Estates Subdivision.

9. Landscaping: Trees, lawns, shrubs, or other plantings shall be properly nurtured and maintained or replaced at the property owner's expense. Installation of the entire yard shall commence in the second growing season following the issuance of the certificate of occupancy for the structure.
10. Fencing: No chain-link fences are permitted. Permitted fencing shall be vinyl, wood, wrought iron with the maximum height of six (6) feet. Any fencing put on the west side of private lane must be approved by architectural committee.

**Part C. Architectural Control Committee**

1. Committee: The committee shall be comprised of three members. This 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. This committee has the authority and power to transfer decision making authority to the lot owners upon sale of all lots and completion of construction, or at anytime throughout the development of Boynton estates Subdivision. In the event there is a tie between the lot owners, the tie shall be construed in favor of these covenants, conditions and restrictions.
2. Procedures: The committee has the power to approve or disapprove exceptions to these covenants. The committee's approval or disapproval as required in these covenants shall be in writing. If the committee fails to respond to requests to approve exceptions within 30 days the request is presumed to be denied by the committee.

**Part D. General provisions**

1. Term: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty years from the date these covenants are recorded, after which time, said covenants shall be automatically extended for successive period 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 in part.
2. Enforcement: These covenants, conditions and restrictions may be enforced by any landowner within Boynton Estates Subdivision by proceeding at law or in equity. Such enforcement may be against any person, firm, or entity violating, attempting to or threatening to violate the provisions hereof and such enforcement may include injunctive relief and/or monetary damages and attorney's fees.

- 3. Severability: 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.
- 4. Dues: Each home owner shall pay dues to ensure there will be funds available for the care of the cross access easement, lawn and landscape care, and the rock wall that surrounds the subdivision. The start date and the amount of the dues shall be determined at the time the Home Owner Association is formed.

Dated this 21 day of May, 2010

WEBER STATE FEDERAL CREDIT UNION

BY: *Paul A. Fixmer*  
 ITS: VP OF LENDING

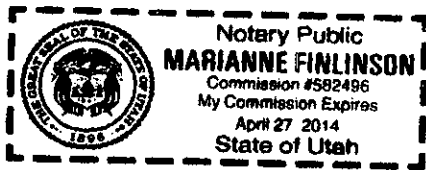
ACKNOWLEDGMENT

STATE OF UTAH        )

ss.

COUNTY OF WEBER    )

On the 21<sup>st</sup> day of May, 2010, personally appeared before me Paul A. Fixmer,  
 the Vice President of Lending of Weber State Federal Credit Union, the signer of the above  
 instrument, who duly acknowledged to me that she executed the same.



*M. Finlinson*  
 Notary Public