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AFTER RECORDING, PLEASE RETURN To
H Lewis Swain
1688 N. Canyon Circle
Farmington Utah 84025

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RICHARD T. NAUGHAN
DAVIS COUNTY, UTAH RECORDER
09/04/2018 09:54 AM
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**DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS**

Of
The Swain Subdivision D

08-613-0101 → 0110

THIS DECLARATION (the "Declaration") is made this 31ST day of August 2018,
by HLS Development LLC ,a Utah Limited Liability Co. ("Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property located in the City of Farmington, Davis County, State of Utah, more particularly described on Exhibit "A" attached hereto, lot subdivision (hereinafter the "Subdivision"):

WHEREAS, Declarant intends that the lots within the Subdivision (hereinafter "Lot") shall hereafter be subject to the covenants, conditions, restrictions, reservations, assessments, charges, and liens herein set forth.

NOW, THEREFORE, in consideration of the premises and as part of the general plan for improvement of the Subdivision, Declarant does hereby establish the nature of the use, maintenance and enjoyment of the Subdivision, and does declare that all conveyances of any Lot shall be made subject to the following conditions, restrictions, reservations, assessments, covenants, liens, and stipulations herein set forth that shall be binding upon all parties having any right, title or interest in or to a Lot or any of them, or any part of the Lots, and upon their heirs, successors, and assigns, and shall inure to the benefit of each owner (an "Owner") thereof.

1. LAND USE AND BUILDING TYPE. Except as otherwise provided in Paragraph 17 below, no Lot within the Subdivision shall be used except for residential purposes. No buildings shall be erected, altered, placed, or permitted to remain on any Lot other than one detached single-family dwelling not to exceed two stories excluding the basement. The height of the single-family dwellings on each lot shall not exceed the following height limits; Lots 1, 2, and 3 , 35 feet. Lots 4,5,6,7,and 8, 30 feet. Lots 9 and 10, 35 feet.

All height limitations shall be as measured from the finished floor plane of the primary entry level floor to the highest point of the roof structure, (with any other structures incident to such dwelling to be subject to approval as hereinafter provided, including in Paragraphs 2, 3, and 4 below). No building shall be located on any Lot nearer to the front lot line or the rear Lot line than the minimum building set-back lines required by Farmington City. All homes shall be constructed so that what would typically and reasonably appear to be the front of a house faces the street; no house shall be constructed so that what typically and reasonably appears to be the back of the house faces the street.

2. POOLS, FOUNTAINS AND SPORT COURTS. Any desired pool, spa, fountain, game court, or tennis court on a Lot must be expressly approved by the Committee (as that term is hereinafter defined) and shall be located to avoid impacting an adjacent Lot or other property with light or sound and shall not be located in front yards. Pool heaters and pumps on a Lot must be screened from view and sound insulated from neighboring houses. Skateboard ramps are prohibited.

3. ARCHITECTURAL CONTROL. No building shall be erected, placed, or altered on any Lot until the construction plans and specifications, including a site plan showing the location of the structure and a grading plan have been approved in writing by the Architectural Control Committee, Inc., an existing or to-be-organized non-profit corporation (the "Committee") as to the quality of workmanship and materials, harmony of external design with existing structures, and location with respect to topography and finish grade elevation. Drawings submitted to the Committee shall include:

- A. Plot plans to scale showing the entire site, building, garages, walks, drives, fences, lights, and 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.
- B. Detailed floor plans showing dimensions and measurements.
- C. Detailed elevations, indicating all materials and showing existing and finished grades.
- D. Detailed sections, cross and longitudinal.
- E. Details of cornices, porches, windows, doors, garages, garden walls, steps, patios, fences, carriage lights, etc.
- F. Specifications giving descriptions and color samples of materials to be used on the exterior of the residence.

Once approved by the Committee, no changes or deviations in or from the plans and specifications shall be made without the prior written approval of the Committee. Subsequent to receiving approval of the Committee and prior to the commencement of construction, each Owner shall be responsible for obtaining a building permit from Farmington City. It is the desire of the architectural Committee that no property line fences be installed. The existing fence installed along the NW boundary of the Swain Subdivision shall remain. No fence or wall shall be erected, placed, on any Lot unless approved by the Committee. Chain link fences are not

allowed on Lots except for use as a reasonably-sized dog run located in the back yard within the boundaries of a Lot. An exception will be made for pool fencing to comply with Paragraph 13 below.

4. DWELLING QUALITY AND SIZE. It is the intention and purpose of this Declaration to assure that all dwellings shall be of quality workmanship and materials. Each dwelling on a Lot shall be constructed of wood or steel frame with brick, rock, cultured stone, long-term cement type clapboard, and/or stucco, or combinations thereof, with glass windows. All homes shall be constructed with at least fifty percent (50%) masonry on the street facing side, and at least fifteen percent (25%) on the remaining sides, unless otherwise approved in writing by the Committee. Aluminum, steel, and vinyl siding may only be used on a Lot for soffit and fascia. The ground floor area of the main structure, exclusive of one-story open porches and enclosed garages, shall not be less than 1,900 square feet for a one-story dwelling, nor less than 1,500 square feet on the main level and 1,000 square feet for the second level of a dwelling of more than one story. Full basements are required in all homes. Any exceptions shall require the approval of the Committee. No dwelling, garage, on a Lot shall be constructed or reconstructed with a flat or substantially flat roof. All roofs on a Lot shall have a minimum 6 in 12 pitch, unless otherwise approved by the Committee. All roofs on a Lot shall be of 25-year architectural grade asphalt shingles, slate shingles, or of architectural tile in natural colors. Metal standing seam roofing materials may be used on small architectural elements of a roof system but must be approved in each instance by the committee. Any addition to a dwelling, garage, on a Lot must be approved in writing in advance by the Committee. All construction is to be of new materials, except that used brick may be used if prior written approval is given by the Committee. At least a private two-car garage is mandatory but shall not exceed a four-car garage (including any garage intended for the storage of a boat or other recreational vehicle). No carports are or will be allowed on a Lot. Detached garages, guest quarters, barns and pool houses on Lots must be approved in writing by the Committee. Storage buildings, on Lots must also be approved in writing by the Committee. Storage sheds on Lots shall not to exceed 150 square feet and must be constructed on a concrete slab and be constructed of the same building quality materials as used for the home. No used sheds will be allowed on a Lot. Exceptions may be considered by, and must be approved in writing by, the Committee. No structure of any kind shall be permitted to remain incomplete (complete is defined as receipt of a Certificate of Occupancy from Farmington City for a period in excess of one year from the date the building was started as evidenced by the date upon which the excavation of a basement commenced, unless approved in writing by the Committee). No prefabricated or modular single-family homes shall be allowed. Outbuildings and all other storage buildings must conform to the main structure in style and material choice. The color of all exterior materials used for all improvements shall be disclosed to the Committee in the original submission and shall be subject to written approval by the Committee.

5. LOT AREA. No Lot shall be reduced in size from the size as shown on the recorded plat, or final plat to be recorded as (the "Plat").

LANDSCAPING. Landscaping plans to include but not limited to lawns, irrigation, patio, and garden areas on the Lots must be approved by the Committee. Lot Owners are encouraged to plant trees and shrubs to enhance the natural beauty, provide windbreaks, and improve soil

erosion control. The planting of trees on Lots that have a high profile and may obstruct the view from neighboring Lots must be approved in writing by the Committee. Owners of Lots shall be responsible for planting all trees required by Farmington City, including, without limitation, any street tree planting ordinances.

No Lot Owner shall alter the slope and/or contour of their Lot from that shown on the final grading plan approved by the city, in a manner that will materially increase the discharge of water onto the surface of any sidewalk, street, or adjoining Lot or adjoining property. All materials used to retain and contour the slope of any Lot must conform to the natural beauty and color of the Lot, and must be approved in writing by the Committee. Each dwelling on a Lot shall have installed surrounding it an outdoor landscape sprinkler system for fire protection and irrigation.

Landscaping on Lots may include a combination of lawn, flowers, shrubs, and or ground cover. Ground cover may include vegetative vines, low-spreading shrubs, or annual or perennial flowering or foliate plants. Ground cover on Lots may also include mineral or non-living organic permeable material in not more than twenty percent (20%) of the net landscaped area, unless otherwise approved in writing by the Committee. Mineral ground cover on Lots may include such materials as rocks, boulders, or brick over sand. Species, size, and placement of landscape elements on Lots shall be determined by the Owner subject to written approval by the Committee prior to commencement of landscaping.

Installed landscaping on Lots shall at all times be reasonably nurtured and maintained including, without limitation, the regular cutting, trimming, and watering of lawns, bushes, trees, and other vegetation in season, and the control and elimination of weeds.

6. EASEMENTS, SLOPE AND DRAINAGE CONTROL. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Plat. No structure, planting or other material shall be placed on a Lot or permitted to remain, or other activities undertaken, which in any way creates erosion or sliding problems. The easement areas set forth on the Plat, and all improvements in them, shall be maintained continuously by the Owner of the Lot, except for any improvements for which a public authority or utility company is responsible.

7. NUISANCES. No rubbish or debris of any kind shall be placed or permitted to accumulate upon a Lot. Except as permitted under Paragraph Sixteen (16), no odors shall be permitted to arise from a Lot so as to render any such Lot or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. No noise, offensive activity, or other nuisance shall be permitted to exist or operate on the Lots. Without limiting the foregoing provisions, no exterior speakers, horns, whistles, bells, or other sound devices (other than security devices used exclusively for security purposes) shall be located, used, or placed on any Lot without the prior written approval of the Committee, and if approved, shall not be permitted to cause a nuisance for any adjacent Lot or other property as determined in the sole judgment of the Committee. No automobiles, trailers, boats, or other vehicles are to be stored on streets or front yards of the Lots. Storage on side yards of Lots is permitted only if such vehicles are in running condition, properly licensed, and are being regularly used. The use of motorcycles, ATVs, and other motorized recreational vehicles which

may produce audible annoyance to the Owners shall be limited to ingress and egress of the Lots. The burning of rubbish, leaves, or trash on the Lots is prohibited. No Owner shall permit any condition to exist upon any Lot which shall induce, breed, or harbor infectious plant diseases or noxious insects (the planting and maintenance of gardens shall not constitute a violation of this provision). No tank for the storage of fuel may be allowed or used without the prior written consent of the Committee.

8. WATER DISCHARGE. It shall be unlawful for any person owning, occupying, or having control of any portion of a Lot to suffer or permit irrigation or storm water to be discharged and spread upon the surface of any sidewalk, street, or adjoining Lot or adjoining property. This is intended to require that the Lot Owner maintain such water on its own Lot.

9. PARKING AND STORAGE. No major mechanical work or repairs are to be conducted in streets or front yards of houses on the Lots. No commercial-type vehicles and no trucks over one-ton capacity unless approved by the Committee, shall be parked or stored on the front yard setback of any Lot, or on the residential street except while engaged in transportation. Trailers, mobile homes, trucks over one-ton capacity, boats, campers not on a truck bed, motor homes, buses, tractors, and maintenance and commercial equipment of any kind on a Lot shall be parked or stored in an enclosed garage or behind the front yard setback in an enclosed area screened from street view as approved by the Committee. Sufficient side yard 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.

10. TEMPORARY AND OTHER STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently. No old or second-hand structures shall be moved onto any Lot. All dwellings and other buildings on Lots shall be constructed of new materials and good quality workmanship. No pre-manufactured homes are permitted.

11. ACCESSORY STRUCTURES. Patio structures, trellises, sunshades, gazebos, and any other appurtenant buildings on Lots 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 outbuildings 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 and approved in writing by the Committee. All pools must be fenced in strict compliance with local ordinances and with the prior written approval of the Committee as to fence design and material.

12. SIGNS. Except for personal-not commercial-events not lasting longer than 3 days, and election signs which may be placed on a Lot for up to three weeks, no signs of any kind shall be displayed to the public view on any Lot, except one sign of not more than five square feet advertising the Lot for sale or rent, or signs used by a builder to advertise only during the construction and sales period. Signs for the initial marketing of the Lots shall not be limited by this provision.

13. LEASES. Any lease agreement or other agreement permitting occupancy between an Owner of a Lot and a lessee or occupant thereof shall require that such lessee and/or occupant comply with all of the terms, covenants, conditions and restrictions of this Declaration. All such leases and/or agreements shall be required to be in writing.

14. 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 on any Lot except in enclosed sanitary containers that shall not be left at the front of any Lot except on the day of collection and the night before. No incinerators or burning are allowed on Lots. Equipment for the storage of disposable material on Lots shall be kept in a clean and sanitary condition. Each Lot and its abutting portion of the 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.

15. ANIMALS. Dogs, cats and other household pets may be kept on Lots provided that they are not kept, bred, or maintained for any commercial purposes and are restricted to the Owner's premises or on a leash under handler's control, except as provided by law and only to the extent not prohibited or restricted by applicable Farmington City ordinances. No horses, Cows, pigs, goats, or other farm animals shall be permitted.

16. NO HAZARDOUS ACTIVITIES. No activities shall be conducted on any Lot, and no improvements shall be constructed on any Lot, which are or might be unsafe or hazardous to any person, Lot or other property. Without limiting the generality of the foregoing, neither open fires nor incinerators shall be lighted or permitted on any Lot except in a contained barbecue unit while attended and in use for cooking purposes, or within a safe and well designed fireplace or fire pit.

17. REPAIR OF BUILDINGS. No improvement upon any Lot shall be permitted to fall into disrepair, and each such improvement shall at all times be kept in good condition and repair and regularly painted or otherwise finished by the Owner thereof. Damage to a structure shall be immediately repaired or the structure shall be razed by and at the cost of the Owner.

18. IMPROVEMENTS AND ALTERATIONS. There shall be no excavation, construction, or alteration which in any way alters the exterior appearance of any improvement within any of the Lots, nor removal of any improvements on the Lots (other than repairs or rebuilding) without the prior written approval of the Committee.

19. ROOFTOP ANTENNAS AND OTHER DEVICES. Television antennas on Lots are to be placed in the attic out of view. Satellite dishes on Lots shall be the small 18-inch or smaller diameter dishes only and are to be hidden from view of the street. No ham radio, citizens band, or radio antenna or other similar electronic receiving or sending device shall be permitted upon the rooftop or side of any home or elsewhere if exposed to view from any other Lot. In no case will any such receiving or sending antenna or other device be allowed to interfere with the peace and quiet enjoyment of any neighbor's home or home entertainment facilities or equipment. All air conditioning and heating equipment must be screened from view and reasonably insulated for sound attenuation. Rooftop evaporative coolers are prohibited. Solar panels will be permitted only with the express written consent of the Committee and must be designed to blend with the

dwelling architecture. Meter locations are to be designed into the architecture of the dwelling and screened from view. This provision does not apply to digital readout units. Exterior lights detached from dwellings must be approved by the Committee. Except for satellite dishes or roof top solar panels all rooftop equipment must be coated or painted in colors compatible with the dwelling.

20. CONSTRUCTION AND LANDSCAPING SCHEDULE. All homes being constructed on any Lots shall be completed, and certificates of occupancy for the same obtained, within twelve (12) months of the start of construction, i.e., obtaining a Permit. Landscaping and irrigation of Lots shall be completed in accordance with the Plan previously approved by the Committee within nine (9) months of receipt of a certificate of occupancy. Gravel areas on Lots are not permitted.

21. Lot Improvements and Restictions lots 103,108,109,110. The Southern property lines of lots 103,108,109,and 110 have been located as directed by Farmington City to abut to an existing Right of Way easement running East and West along the North side of 1400 North. The property line for these numbered lots is as shown on the recorded plat and is 5.5 feet North of its typical location which would be on the North edge of the sidewalk running roughly parallel to 1400 North. This 5.5 foot strip between the sidewalk and the Southern property line of the subject lots shall be treated by the owner of the lot for the purpose of the installation of landscaping, landscape irrigation, and maintenance as if this strip is part of their lot. Rock, concrete, or masonry walls, etc. and other permanent improvements shall not be permitted within this 5.5 foot strip.

22. COMMITTEE MEMBERSHIP. The initial director of the Committee shall be H. Lewis Swain, (hereinafter sometimes referred to as the Committee). In the event of the death or resignation of the member of the Committee, Nathan Lewis Swain and Tara Leigh Walker shall serve as the sole members of the Committee. Members of the Committee, shall not be entitled to any compensation for services performed pursuant to this Declaration. This Declaration shall not be amended or changed unless such amendment or change is approved by the Committee as then constituted.

Following the sale of the last lot in the subdivision an election will take place to choose three lot owners to serve as members of the architectural Review Committee for an initial term of three years. Each lot owner will cast one vote for each lot owned by them. The three lot owners with the highest number of votes will be the Committee for the next three years. A similar election will take place on or about the three year anniversary of the first Committee election.

23. PROCEDURE. The Committee's approval or disapproval as required in this Declaration shall be in writing. In the event the Committee, or its designated spokesperson, fails to approve or disapprove within thirty 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; provided, however, that nothing in this sentence shall excuse the Owner of any Lot from otherwise complying with this Declaration. The Committee shall have no responsibility to enforce building codes, zoning ordinances, or other statutes, laws,

or ordinances affecting the development or improvement of real property, and shall have no liability to any Owner for any plans approved in a manner that included any such violation. The Committee and its members further shall have no liability to any Owner for the enforcement or lack thereof of this Declaration or the provisions herein. Corrections or changes in plans to bring them into conformity with applicable codes must be approved, in writing, by the Committee prior to construction.

Any lots whose ownership is retained by the Declarant shall not be subject to the terms and conditions of this Declaration until Declarant 1 Sells the lot to a third party or 2 initiates construction of a dwelling unit on the lot.

24. TERM. The covenants, conditions, restrictions, reservations, assessments, charges, and liens set forth in this Declaration are to run with the land and shall be binding, as they may be amended from time to time, as provided herein, on all parties and on all persons claiming an interest in a Lot, for a period of thirty years from the date this Declaration is recorded, after which time said covenants, conditions, restrictions, reservations, assessments, charges, and liens shall be automatically extended for successive periods of ten years each.

25. ENFORCEMENT. The Committee and any Lot Owner shall have the right, but not the obligation, to enforce, through any permitted proceeding at law or in equity, the terms, provisions, restrictions and requirements of this Declaration. Any failure to insist upon the strict performance of or compliance with any of the terms, provisions, covenants and requirements of this Declaration shall not result in or be construed to be an abandonment or termination of this Declaration or any waiver of the right to insist upon such performance or compliance with the terms of this Declaration in the future. If any action or proceeding is brought because of a default under, or to enforce or interpret any of the covenants, provisions, or requirements of, this Declaration the party prevailing in such action or arbitration shall be entitled to recover from the unsuccessful party reasonable attorneys' fees (including those incurred in connection with any appeal), the amount of which shall be fixed by the court or the arbitrator and made a part of any judgment rendered.

26. AMENDMENT. This Declaration or any provision therein may be amended by the vote of two thirds of the lot owners .

27. JOINT MAINTENANCE. Lot owners may elect to enter into group maintenance agreements for weekly landscape maintenance and snow removal of sidewalks and driveways. Those lot owners who choose to participate in this service shall agree upon one of their group to secure contracts for such services to be approved by the participating Lot owners. Said contracts will separate costs so that each Lot shall assume the direct cost allocated by the service providers for their property. Lot owners shall be billed and pay separately on a monthly basis invoiced amounts for these services.

28. SEVERABILITY. Invalidation of any provision set forth in this Declaration 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 Declarant has executed this Declaration to be effective as of the date first written above.

DECLARANT

HLS Development LLC

By *Harry Lewis Swain* It's
manager

STATE OF UTAH)

) ss:

COUNTY OF *DOWNS*)

The foregoing instrument was acknowledged before me this 31st day of Aug., 2018, by in his representative capacity as manager for *HLS Development LLC*

Notary Public *Pamela Black*
Residing at: *Seymour*

My Commission Expires:

Jan 14, 2020

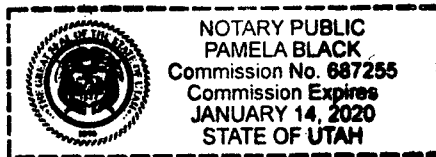


Exhibit A
Declaration of Protective Covenants
Conditions and Restrictions
Swain Subdivision

BEGINNING AT A POINT ON THE WEST RIGHT OF WAY LINE OF NORTH COMPTON ROAD AS DEDICATED BY THE OFFICIAL PLAT OF SHEPARD HEIGHTS SUBDIVISION; SAID POINT BEING WEST 1142.07 FEET AND SOUTH 180.57 FEET FROM THE EAST QUARTER CORNER OF SECTION 12, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE MERIDIAN AND RUNNING THENCE 19.26 FEET ALONG A 12.00 FOOT RADIUS CURVE TO THE RIGHT (LONG CHORD OF WHICH BEARS SOUTH 10°01'00" WEST 17.26 FEET) TO THE NORTH RIGHT OF WAY LINE OF 1400 NORTH STREET; THENCE SOUTH 56°00'27" WEST, ALONG SAID NORTH RIGHT OF WAY LINE OF 1400 NORTH STREET, 800.89 FEET; THENCE NORTH 37°53'23" WEST 17.90 FEET TO A POINT ON THE SOUTH LINE OF SHEPARD CREEK COUNTRY ESTATES PUD; THENCE NORTH 32°48'07" EAST, ALONG SAID SOUTH LINE, 708.11 FEET; THENCE NORTH 54°01'34" EAST 159.14 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SAID NORTH COMPTON ROAD; THENCE ALONG SAID RIGHT OF WAY LINE THE FOLLOWING TWO (2) CALLS: 60.18 FEET ALONG A CURVE WITH A 330.00 FOOT RADIUS TO THE LEFT (LONG CHORD OF WHICH BEARS SOUTH 30°26'30" EAST 60.10 FEET); THENCE SOUTH 35°58'26" EAST 230.11 FEET TO THE POINT OF BEGINNING.

CONTAINS 3.443 ACRES AND 10 LOTS