



\*W2704151\*

EN 2704151 PG 1 OF 4  
ERNEST D ROWLEY, WEBER COUNTY RECORDER  
25-SEP-14 1214 PM FEE \$20.00 DEP JKC  
REC FOR: EMERSON HILLS NO. 2

DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR EMERSON HILLS SUBDIVISION NO 2  
WEBER COUNTY, UTAH

THIS DECLARATION is made as of September 15, 2014 by the RADFORD HILLS CORPORATION, a Utah corporation with a mailing address of 1568 Connecticut Drive, Salt Lake City, Utah 84103 (hereinafter called "Declarant")

RECITALS:

A. Declarant is the owner of certain property located in Weber County, Utah, more particularly described in Exhibit "A" (hereinafter called the "Property").

B. Declarant intends to subdivide the Property and establish a subdivision to be known as EMERSON HILLS no 2, CONSISTING OF Lots 7 through 11 (hereinafter called the "Lots")

C. Declarant desires to place certain conditions, covenants and restrictions on the Property and the Lots for the mutual benefit and protection of Declarant and all future owners of the Lots (hereinafter called "Owners").

NOW THEREFORE, Declarant hereby declares that the Property and the Lots are held and shall be held, conveyed, sold, hypothecated, encumbered, leased, used, occupied and improved subject to the following limitations, restrictions, covenants, conditions and easements, all of which are declared to be for the furtherance of the plan of development of the Property and for the purpose of uniformly enhancing and protecting the value, attractiveness and desirability of the Property. The limitations, restrictions, covenants, conditions and easements set forth herein shall run with the Property and shall be binding on all parties having or acquiring any right, title or interest in the Property, or any part thereof, and shall inure to the benefit of each such party and their successors and assigns and shall be binding on and inure to the benefit of the Declarant and its successors and assigns.

ALL OF THE FOREGOING IS SUBJECT TO: All liens for current and future taxes, assessments and charges imposed or levied by governmental or quasi-governmental authorities; all patent reservations and exclusions; all mineral reservations and exclusions of record and rights incident thereto; all instruments of record which affect the above-described tract or any portion thereof, including without limitation any mortgage or deed of trust; all visible easements and rights-of-way; and all easements and rights of way of record.

1. USE RESTRICTIONS

1.1 Residential Uses. No Lot shall be used except for residential purposes. Each Lot shall be used exclusively for one private single family residence and shall be restricted to such use.

1.2 Building Types, Quality and Size. 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 and one-half stories in height, a private garage or carport for not more than four cars and such other accessory buildings as are approved by the Architectural Control Committee. The ground floor of the main structure, exclusive of open porches and garages, shall not be less than 2,000 square feet.

1.3 Building Location. All buildings placed on a Lot shall be subject to the following restrictions regarding location:

(a) No building shall be located on any Lot nearer to the front lot line or nearer to the side street line than the greater of the minimum building setback lines shown on the recorded plat or the setback line required by the County Zoning Ordinances. In any event no building shall be located on any Lot nearer than 30 feet to the front lot line, or nearer than 20 feet to any side street line.

(b) No building shall be located nearer than 12 feet to an interior lot line, except that a one-foot yard shall be required for a garage or other permitted accessory building located 35 feet or more from the minimum building setback line.

(c) for the purposes 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 a building on a Lot to encroach upon another Lot.

1.4 Lot Area and Width. No dwelling shall be erected or placed on any Lot having a width of less than the greater of 300 feet or the minimum required by County Zoning Ordinance, at the minimum building setback line nor shall any dwelling be placed on any having an area of less than five acres,

1.5 Temporary 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; nor, shall any structure be placed upon any Lot except by constructing the same on the site of said Lot.

1.6 Nuisances. No noxious or offensive trade or 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.

1.7 Clothes Drying, Storage and Parking. No clothes drying or storage of any articles is permitted in carports unless in enclosed areas designed for the purpose. No storage of any articles, material, equipment or vehicles of any nature is permitted in the front yard portion of any Lot except that regularly used passenger cars and light pick-up trucks can be parked on driveway areas. Trailers, trucks, campers, boats and all types of accessory equipment are permitted to be stored only in garages, carports, or in the rear yard areas of each lot.

1.8 Maintenance. Each Lot is to be developed and maintained by its owner in an attractive, safe and sanitary manner, and shall at all times be kept free and clear of all debris in a neat and orderly manner. Each Owner of a Lot shall landscape the Lot in a manner consistent with the best interests of the development of the residential area.

1.9 Pets, Livestock and Fowl. There shall be permitted on each Lot the keeping and maintaining of farm animals, fowls, domestic dogs and cats or other domesticated household pets as allowed by applicable zoning ordinances. Mink, swine, goats, and cows are not permitted on any Lot either temporarily or permanently. The allowed animals and fowl are to be kept only for family use and/or food production and not for any commercial purpose. All permitted animals and fowl are to be adequately maintained in a sanitary and healthful manner and are to be adequately housed or stabled in sanitary facilities to prevent marauding, nuisance or damage to other property owners.

1.10 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, and one sign of not more than five square feet advertising the property for sale or rent, or signs used by the Declarant, Radford Hills Corporation, or a builder to advertise the property during the construction and sales period.

1.11 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. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and orderly manner.

1.12 Sight Distances at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any Lot within ten feet of the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

2.1 Architectural Control Committee. The Architectural Control Committee (hereinafter called the "Committee") is composed of Edward E. Radford, Eda Nell Radford Checketts and Judy Radford. A majority of the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative shall be entitled to any compensation for services provided pursuant to this covenant. At any time, the then Owners of a majority of the Lots shall have the power through a duly recorded written instrument to change the membership of the Committee.

2.2 Submission to Architectural Control Committee. No building shall be erected, placed or altered on any Lot until the construction plans and specifications and a plot 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, other residences and finish grade elevation. No fence or wall shall be erected, place or altered on any Lot nearer to any street than the minimum building setback line unless similarly approved. Each Owner of a Lot shall be required to submit a Landscape Plot Plan showing all trees, shrubs, grasses and other vegetation, as well as sprinklers and irrigation systems to be installed. No landscaping and/or irrigation systems may be installed without prior approval by the Architectural Control Committee. Approval shall be as provided in Section 2.3.

2.3 Approval Procedure. No buildings, fences, walls, landscaping, and irrigation systems shall be constructed or altered on any Lot unless two (2) sets of complete plans and specifications therefor have first been submitted to and approved by the Architectural Control Committee. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty (30) days after complete plans and specifications have been submitted to it, such plans shall be deemed to be approved.

2.4 Liability for Damages. The Committee shall not be held liable for damages by reason of any action, inaction, approval or disapproval by it with respect made pursuant to this Article II.

### III. WATER SERVICE

3.1 Water Service. Water service for the Lots shall be provided by LIBERTY PIPELINE COMPANY (HEREINAFTER CALLED "Liberty Pipeline Company water").

3.2 Connection Allowed for Each Lot. The owner of each lot is entitled to one connection of Liberty Pipeline Water for each lot. Each owner will be permitted to make a ¾ inch connection for each lot upon payment of the connection fees. Owner agrees to abide by limitations on use of Liberty Pipeline Water for outside watering and all other lawful rules and regulations of Liberty Pipeline Water.

IV. GENERAL PROVISIONS

4.1 Easements. Easements for installation and maintenance of the water systems, utilities, septic leach fields, drainage facilities and irrigation ditches 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 water lines and utilities, or which may change the direction of flow of drainage channels or irrigation ditches 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, the water company, or a utility company is responsible.

4.2 Amendment. This Declaration may be amended by the recording of an amendment executed by the Owners of at least two-thirds of the Lots included in the Property. Such amendment must be executed by all required Owners prior to the expiration of 90 days after the first Owner executes the same. Notwithstanding any requirement in this Section 4.2, Declarant reserves the right to amend the Declaration within twelve months from recording the same in the records of the Weber County Recorder's Office, if required by statute, or a governmental agency or lending institution or to correct a technical error, provided that such amendment does not materially affect the rights of Owners.

4.3 Covenants to Run With Land. This Declaration and all provisions hereof shall constitute covenants to run with the land or equitable servitudes, as the case may be, and shall be binding upon and shall inure to the benefit of the Declarant, and all parties who hereafter acquire any interest in a Lot shall be subject to the terms of this Declaration and the provisions of any rules, regulations, agreements, instruments and determination contemplated by this Declaration, including in particular those adopted by Durfee Creek Water. By acquiring any interest in a Lot, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration.

4.4 Enforcement. The failure to comply with any provision of this Declaration shall be grounds for action by Durfee Creek Water, for all matters relating to the water company or the water systems, by the Declarant, so long as Declarant owns a Lot, the Architectural Control Committee or any Owner for the recovery of damages, or for injunctive relief, or both. Enforcement will be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or recover damages.

4.5 Attorney's Fees. If any party shall incur attorney's fees or costs in the enforcement of this Declaration, all such costs and expenses shall be paid by the party in breach hereof, whether or not suit is brought.

4.6 Interpretation. The captions and headings for the Articles and Sections of this Declaration are for convenience only and shall in no way affect the manner in which any provisions 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 the other gender. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity or enforceability of the remainder hereof.

4.7 Governing Laws. This Declaration shall be governed by and interpreted in accordance with the State of Utah.

4.8 Effective Date. This Declaration and any amendment hereof shall take effect upon its being filed for record in the office of the County Recorder of Weber County, Utah.

RADFORD HILLS CORPORATION

by Ed Radford  
President

STATE OF UTAH )

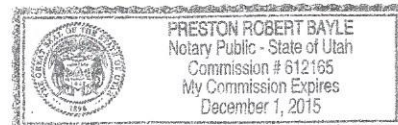
COUNTY OF SALT LAKE )

This instrument was acknowledged before me this 24 day of September, 2014 by Edward E. Radford, the President of Radford Hills Corporation

Preston Robert Bayle  
Notary Public

Residing at The UPS Store

My Commission Expires Dec. 1, 2015



## EXHIBIT "A"

All of Lots 7-11, EMERSON HILLS NO. 2, WEBER COUNTY,  
UTAH, according to the official plat thereof.

BOUNDARY DESCRIPTION

PART OF THE NORTHEAST QUARTER OF SECTION 1, T. 7 N., R. 1 W., S. L. B. & M.

BEGINNING AT A POINT LOCATED S 88° 50' 52" W 660.24 FEET ALONG THE SECTION LINE FROM THE NORTHEAST CORNER OF SECTION 1, T. 7 N., R. 1 W., S. L. B. & M., RUNNING THENCE S 00° 24' 40" W 1958.50 FEET, THENCE S 16° 18' 55" W 30.00 FEET TO THE CENTERLINE OF AN EXISTING NORTH FORK RE THENCE LEFT ALONG THE ARC OF 347.88 FOOT RADIUS CURVE A DISTANCE OF 65.64 FEET (CHORD BEARS N 79° 05' 24" W 65.54 FEET ALONG THE CENTERLINE OF SAID ROAD, THENCE ALONG THE BOUNDARY LINE OF EMERSON HILLS SUBDIVISION - PHASE 1, THE FOLLOWING EIGHT COURSES: (1) N 05° 30' 17" E 30.00 FEET, (2) N 00° 24' 40" E 296.11 FEET, (3) LEFT ALONG THE ARC OF 40.00 FOOT RADIUS CURVE A DISTANCE OF 31.42 FEET (CHORD BEARS N 22° 05' 20" W 30.61 FEET, (4) N 44° 35' 20" W 92.19 FEET, (5) RIGHT ALONG THE ARC OF A 100.00 FOOT RADIUS CURVE A DISTANCE OF 82.04 FEET (CHORD BEARS N 21° 05' 10" W 79.76 FEET, (6) N 02° 25' 00" E 319.75 FEET, (7) LEFT ALONG THE ARC OF 90.00 FOOT RADIUS CURVE A DISTANCE OF 20.02 FEET (CHORD BEARS N 03° 57' 22" W 19.98 FEET), (8) N 63° 22' 56" W 1301.20 FEET, THENCE N 26° 37' 04" E 35.17 FEET, THENCE N 63° 22' 56" W 171.22 FEET, THENCE ALONG DUFEE CREEK ESTATES THE FOLLOWING FOUR COURSES: (1) N 21° 44' 15" E 93.04 FEET, (2) N 20° 24' 00" E 293.85 FEET, (3) N 14° 21' 53" E 63.44 FEET, (4) N 88° 50' 52" E 1322.90 FEET ALONG THE SECTION LINE TO THE POINT OF BEGINNING.

CONTAINS 29.763 ACRES.