

To whom it may concern:

THIS DECLARATION, made this 1st day of Dec, 2016. Vaquero Village Subdivision, Weber, Co. Utah.

It is the desire of the undersigned to place restrictive covenants upon the subdivision and described in the said recorded plat of the subdivision, for the mutual benefit and protection of present and future owners,

NOW, THEREFORE, the undersigned Vaquero Village hereby declares that all of the lots are held and shall be held, occupied and improved subject to the following restrictions, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement and sale of said lots and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the property described in said recorded plat. All of the restrictions shall run with the land and be binding upon all parties having or acquiring any right, title or interest in and to the real property or any part of parts thereof subject to such restrictions.

1. APPLICABILITY these restrictions shall apply to all lots, designated on the plat of the subdivision as set forth therein.
2. TERM
 - A. These restrictions shall affect and run with the land and shall exist and be *binding upon all parties and all persons claiming under them until twenty (20) years from date.*
 - B. The Declarant reserves to itself, its successors and assigns the right to revoke at any time prior to sale of any lot within the subdivision all or any part of these restrictions and further to vacate any or all streets, common facilities and any other *amenity shown on the recorded plat.*
3. APPROVAL OF PLANS No building shall be erected, placed or altered on any lot until construction plans and specifications and the plot plan showing the location of the structure have been approved by the Architectural Control Committee (herein called "committee") as to quality of workmanship and materials, harmony of external designs with existing structures and finished grade elevation.
4. ARCHITECTURAL CONTROL COMMITTEE The initial
5. LAND USE AND IMPROVEMENTS No lot or lots embraced in Vaquero Village Subdivision shall be used for other than single family residence purpose. There shall not exist on any lot at any time more than one residence.
6. GENERAL PROHIBITIONS AND REQUIREMENTS The following general prohibitions and requirements shall prevail as to the construction or activities conducted on any lot in the subdivision or development:

- A. No permanent dwelling house having a finished living area of less than 1150 sq ft., if a single level house, or 1400 sq ft, if a multi-level house, exclusive of open porches, attached garages, or unfinished basements, if any, shall be erected. Permanent dwellings of less than 1150 sq ft of ground floor living area which have exceptional planning will be accepted only upon written approval by the committee. All dwellings shall be set on permanent foundations. All houses shall have an attached garage large enough to accommodate two automobiles. All houses shall be finished with brick, brick veneer, or stucco on all parts of the front of the house except cantilevers, trim or other areas are not structurally capable of supporting brick, brick veneer or stucco. All houses shall have a roof with a minimum 5/12 pitch.
- B. Septic systems shall be large enough to accommodate the dwelling to be constructed on each lot as determined by the Health Department of the State of Utah. All plumbing fixtures, dishwashers or toilets shall be connected to the individual septic systems as permitted above.
- C. No temporary house, trailer, tent, garage or other out-building shall be placed or erected on any lot; provided however, that the committee may grant permission for any such temporary structure for storage of materials during construction. No such temporary structures as may be approved shall any overnight camping be permitted on any lot, without approval of the committee.
- D. Once construction of improvements is stated on any lot, the improvements must be substantially completed in accordance with plans and specifications, as approved, with eighteen (18) months from commencement.
- E. No residence shall be occupied until the same has been substantially completed in accordance with its plans and specifications.
- F. All structure constructed or placed on any lot shall be constructed with a substantial quantity of new materials and no used structures shall be relocated or placed on any such lot.
- G. No stripped down, partially wrecked or junk motor vehicles, or sizeable part thereof, shall be permitted to be parked on any street in the Subdivision or Development or on any lot.
- H. All lots, whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in such manner as to prevent their becoming unsightly by reason of unattractive growth on such lot or the accumulation or rubbish or debris thereon.
- I. No noxious, offensive or illegal activities shall be carried on any lot that shall be or become an unreasonable annoyance or nuisance to the neighborhood.
- J. Any dwelling or out building on any lot in the Subdivision or Development which may be destroyed in whole or in part by fire, windstorm or for any other cause or act of God must be rebuilt or all debris removed and the lot restored to a slightly condition with reasonable promptness; provided, however that in no event shall such debris remain longer than sixty (60) days.
- K. No trash, ashes, garbage or other refuse shall be dumped or stored or accumulated on any lot or be thrown into or left in the subdivision. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted.

9. VARIANCES The Committee may allow reasonable variances and adjustments of these Restrictions in order to overcome practical difficulties and prevent unnecessary hardships in the applications of the provisions contained herein; provided, however, that such is done in conformity with the intent and purposes hereof and provided also that in every instance such variance or adjustment will not be materially detrimental or injurious to other property for improvements in the neighborhood, the Subdivision of the Development

10. EASEMENTS Easements for installation and maintenance of utilities and drainage facilities are reserved by the Declarant, its successors and assigns, as shown on the recorded plat.

11. OWNERSHIP, USE AND ENJOYMENT OF COMMON FACILITIES

A. All common facilities and other amenities within the Subdivision and Development are private, and neither the Declarants recording of the plat nor any other act with respect thereto, shall be constructed as a dedication to the public, but rather all such facilities shall be for the use and enjoyment of members of the

VAQUERO VILLAGE SUBDIVISION

12. VIOLATION OF RESTRICTION If any party hereto, or its successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other persons owing any real property situated in said Subdivision including , to prosecute any proceedings at law or in equity against the person or person violating or attempting to violate any set covenant and either prevent him or them from so doing and to recover damages or other dues from such violation.

13. SEVERABILITY Every one the restrictions is hereby declared to be independent of, and severable from, the rest of the Restrictions and of and from every other one of the Restrictions and of and from every combination of the Restrictions. Therefore, in any of the Restrictions shall be held invalid or to be unenforceable or to lack the quality of running with the land, that holding shall be without effect upon validity, enforceability, or "running" quality of any other one of the restrictions.

14. MUTUALITY OF BENEFIT AND OBLIGATION The restrictions and agreements set forth herein are made for the mutual and reciprocal benefit of each and every lot in the Subdivision and are intended to create mutual, equitable servitudes upon each of said lots in favor of each and all of the other lots therein; to create reciprocal rights between the respective owners of all said lots; to create a privity of contract and estate between the grantees of said lots, their heirs, successors and assigns, and shall, as to the owner of each lot, his heirs, successors or assigns, operate as covenants running with the land for the benefit of each and all other lots in the subdivision and their respective owners.

15. GRANTEE'S ACCEPTANCE The Grantee of any lot subject to coverage of the Declaration, by acceptance of a deed conveying title thereto or the execution of a

contract for the purchase thereof, whether from the undersigned or a subsequent owner of such lot, shall accept such deed or contract upon and subject to each and all of these Restrictions and the agreements herein contained and also the jurisdiction, rights and powers of the undersigned and by such acceptance shall for himself, his covenant, consent and agree to and with declarant, the Association, and consent with the grantees and subsequent owners of each of the lots within the Development to keep, observe, comply with and perform said Restrictions and agreements.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed the day and year first above written.

SIGNED: Justin Barrow, Dean Barrow, Patrick Burns

X Justin Barrow

X Dean Barrow

X Patrick Burns

11/10/16