

**DECLARATION OF COVENANTS,
CONDITIONS & RESTRICTIONS & EASEMENTS**

For
Hamblin Estates Phase 1
a Single Family Residents In Davis County, Utah

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND EASEMENTS FOR HAMBLIN ESTATES PHASE 1, (this "Declaration") is made and executed as of the last date set forth in the notarized signature below, by Hamblin Investments Inc., Utah corporation (the "Declarant").

RECITALS:

(A) This Declaration will take effect on the date recorded at the office of the Davis County Recorder's Office (the "Effective Date").

(B) The Declarant are the record owners of certain real property located in Davis County, Utah and more particularly set forth in **Exhibit "A"** (the "Property").

(C) Declarant desires to subject the Property to the terms of this Declaration. Declarant will develop and convey all of the Lots within the Subdivision subject to a general plan of development, and subject to certain protective covenants, conditions, restrictions and easements, as set forth in this Declaration, as amended from time to time, which are deemed to be covenants running with the land mutually burdening and benefitting each of the Lots within the Subdivision.

(D) Declarant declares that the Property shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied, and improved, subject to the following easements, restrictions, covenants, conditions and equitable servitudes, all of which are for the purpose of uniformly enhancing and protecting the value, attractiveness and desirability of the Property, in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of the Property or any portion thereof. The covenants, conditions, restrictions, reservations, easements and equitable servitudes set forth herein shall run with each Lot located on the Property, including any additions thereto, and shall be binding upon all persons having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of every portion of the Property and any interest therein; and shall inure to the benefit of and be binding upon Declarant, and its successors in interest; and may be enforced by the Declarant and their successors in interest.

(E) These Recitals are made a part of this Declaration.

COVENANTS, CONDITIONS AND RESTRICTIONS

**ARTICLE I
DEFINITIONS**

1.0) Unless the context clearly requires the application of a more general meaning, the following terms, when used in the Declaration, shall have the following meanings:

(A) "Architectural Control Committee" or "ACC" shall mean the Architectural Control Committee created by this Declaration, the Bylaws, and/or Articles.

(B) "City" shall mean Clearfield, Utah and its appropriate departments, officials and boards.

(C) "County" shall mean Davis County, Utah and its appropriate departments, officials and boards.

(D) "Declarant" shall mean and refer to Hamblin Investments, Inc. and its successors and assigns.

(E) "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions and Easements for Hamblin Estates Phase 1.

(F) "Dwelling" shall mean the single-family residence built or to be built on any Lot, together with all Improvements located on or with respect to the Lot concerned that are used in connection with such residence such as appliances, electrical receptacles and outlets, air conditioning compressors and other air conditioning apparatus, furnaces, stoves, fixtures, etc. serving that Dwelling shall be considered part of the Dwelling. All driveways, sidewalks, pipes, wires, conduits, or other public utility lines or installations constituting a part of the Dwelling or serving only the Dwelling shall be part of the Dwelling.

(G) "Governing Documents" shall mean this Declaration, Bylaws, Articles, Rules, and any other documents or agreements binding upon an Owner.

(H) "Improvement" shall mean all structures and appurtenances of every type and kind, including but not limited to buildings, Dwellings, garages, walkways, retaining walls, driveways, fences, landscaping, decks, stairs, poles, lighting, signs, satellite dishes or other antennas, and any mechanical equipment located on the exterior of any building.

(I) "Lot" shall mean any numbered building Lot shown on any official and recorded Plat(s), including the Dwelling and all Improvement located thereon.

(J) "Owner" shall mean and refer to the person who is the Owner of record (in the office of the Davis County Recorder of Davis County, Utah) of a fee simple or an undivided interest in any Lot. Notwithstanding any applicable theory relating to a mortgage, deed of trust, or like instrument, the term "Owner" shall not mean or include a mortgagee or a beneficiary of trustee under a deed of trust unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

(K) "Person" shall mean a natural person or any legal entity with a right to hold title to real property in its own name in the State of Utah.

(L) "Plat(s)" shall mean an official and recorded plat of Hamblin Estates Phase 1, including all subsequent phases when recorded, as approved by Clearfield City and recorded in the office of the Davis County Recorder, as it may be amended from time to time.

(M) "Property" shall have the meaning set forth in the Recitals.

(N) "Subdivision" or "Project" shall mean all phases of Hamblin Estates Phase 1 and all Lots, and other property within the Subdivision, as shown on the Plat(s) and any future Plat(s) covering the Property.

(O) "Subdivision Improvements" shall mean all improvements to be installed outside the boundaries of Lots or within easements as identified on the Plat(s) that are necessary to provide public road access and/or private road access and utility service to the Lots, and including other construction work required to comply with any conditions of Clearfield City, Utah or Davis County, Utah or other governmental agencies to the approval of the Subdivision or any Plat(s) thereof.

ARTICLE II EASEMENTS

2.1) Reservation of Access and Utility Easements. Declarant hereby reserves an easement for access and utilities (including but not limited to: electrical, gas, communication, phone, internet, cable, sewer, drainage and water facilities) over, under, along, across and through the Property, together with the right to grant to Clearfield City, Utah and Davis County, Utah, or any other appropriate governmental agency, public utility or other utility corporation or association, easements for such purposes over, under, across, along and through the Property upon the usual terms and conditions required by the grantee thereof for such easement rights, provided, however, that such easement rights must be exercised in such manner as not to interfere unreasonably with the use of the Property by the Owners and those claiming by, through or under the Owners; and in connection with the installation, maintenance or repair of any facilities as provided for in any of such easements, the Property shall be promptly restored by and at the expense of the person owning and exercising such easement rights to the approximate condition of the Property immediately prior to the exercise thereof. Each Owner in accepting the deed to a Lot expressly consents to such easements and rights-of-way.

2.2) Easements for Construction and Development Activities. Declarant reserve easements and rights of ingress and egress over, under, along, across and through the Property and the right to make such noise, dust and other disturbance as may be reasonably incident to or necessary for the (a) construction of Dwellings on Lots, (b) to maintain sales or leasing offices, management offices and models throughout the Project and to maintain one or more advertising signs with respect to the sales of Lots, or other property in the Project, (c) improvement, construction, installation and maintenance thereon of roadways, walkways, buildings, structures, landscaping, and other facilities designed for the use and enjoyment of some or all of the Owners, and (d) construction, installation and maintenance on lands within, adjacent to, or serving the Property of roadways, walkways, and other facilities, planned for dedication to appropriate governmental authorities.

2.3) Income Generated from Service Providers. Declarant, as owner of the real property at the time it is annexed into the Subdivision through recordation of a plat, which includes the dedication of certain utility easements to Clearfield City, Utah or Davis County, Utah, may negotiate terms with service providers that desire to install infrastructure to provide services to owners in the Subdivision. During the Declarant Control Period, any income gained from these negotiations with service providers by Declarant may be retained by the Declarant.

ARTICLE III OWNERS' MAINTENANCE OBLIGATIONS

3.1) Duty to Maintain. It is the obligation of each Owner to maintain his Lot, Dwelling and Improvements located thereon in a clean and sanitary condition, free of pests and rodents, and uncluttered at all times in order to preserve and enhance the enjoyment of the Project.

3.2) Alterations of Exterior Appearance. The Owners will maintain their Lot and Improvements in substantially the same condition and appearance as that approved by the Board. No subsequent exterior alterations, improvements or remodeling, whether structural or changes in landscaping, paint color or materials will be made without the advance consent of the Board. Declarant shall be exempt from this provision.

ARTICLE IV USE LIMITATIONS & RESTRICTIONS

4.1) Single Family. All Lots shall be used only for single-family residential purposes. "Single Family" shall mean one household of persons related to each other by blood, marriage, or adoption, or one group of not more than two unrelated persons per bedroom.

4.2) Zoning Regulations. The lawfully enacted zoning regulations of Clearfield City, Utah and/or Davis County, Utah, and any building, fire, and health codes are in full force and effect in the Project. No Lot may be occupied in a manner that is in violation of any statute, law or ordinance.

4.3) Acceptable Business Uses. No portion of the Subdivision may be used for any commercial business use. Notwithstanding, nothing in this provision is intended to prevent (a) the Declarants, or other builders, from using one or more Lots for purposes of a construction office or sales office during the actual period of construction of the Subdivision Improvements or until 100% of the Lots are sold in the Subdivision, whichever occurs later; or (b) the use by any Owner of his Lot for a home occupation pursuant to Clearfield City, Utah or Davis County, Utah, ordinance. Businesses, professions or trades may not: require heavy equipment, create a nuisance within the Project, or unreasonably increase the traffic flow to the Project.

4.4) No Noxious or Offensive Activity. No noxious or offensive activity shall be carried out on any Lot or the Project, including the creation of loud or offensive noises or odors that detract from the reasonable enjoyment of nearby Lots. No Owner or occupant shall engage in activity within the Project in violation of any law, ordinance, statute, rule or regulation of any local, Clearfield City, Utah, Davis County, Utah, state of Utah or federal body.

4.5) No Hazardous Activity. No activity may be conducted on any Lot that is, or would be considered by a reasonable person to be unreasonably dangerous or hazardous, which would cause the cancellation of conventional homeowners' insurance policy. This includes, without limitation, the storage of caustic, toxic, flammable, explosive or hazardous materials in excess of those reasonable and customary for household uses, the discharge of firearms, and setting open fires (other than property supervised and contained).

4.6) No Unsightliness. No unsightliness is permitted on any Lot. This shall include, without limitation: the open storage of any building materials, construction equipment, or construction debris (except during authorized construction of an Improvement); accumulations of debris or waste; and the storage or accumulation of any other material that is unsightly.

4.7) No Annoying Lights. No outdoor lighting shall be permitted except for lighting that is designed to aim downward and reasonably limit the field of light to the confines of the Lot on which it is installed. This shall not apply to street lighting maintained by Clearfield City, Utah, and/or Davis County, Utah. Holiday or seasonal decorative lights, that otherwise comply with the terms of the Governing Documents, are permitted.

4.8) Trash Containers and Collection. All garbage, trash and recycling shall be placed and kept in covered containers as provided by the local collection agencies.

4.9) Animals. Animals shall be kept in accordance with Davis County, Utah codes and restrictions.

4.10) Firearms, Incendiary Devices and Graffiti. The use of firearms, incendiary devices, or graffiti within the Project is prohibited. The term firearms include, but are not limited to: all guns, pistols, handguns, rifles, automatic weapons, semi-automatic weapons, pellet guns, blow-dart guns, and other firearms of all types, regardless of size. Notwithstanding, this provision is not intended to regulate the ownership of firearms, or the carrying of a firearm to and from an Owner's Dwelling, as otherwise authorized by Utah law.

4.11) Machinery and Equipment. No machinery or equipment of any kind shall be placed, used, operated or maintained in or adjacent to any Lot except such machinery or equipment as is usual and customary in connection with the use, maintenance or construction of a Dwelling.

ARTICLE V GENERAL ARCHITECTURAL RESTRICTIONS ON IMPROVEMENTS

5.1) Dwelling Quality, and Size. It being the intention and purpose of the covenants to assure that all Dwellings will be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded. No Dwelling shall be permitted on any Lot without meeting the requirements stated below.

5.2) All Owners shall complete the front yard landscaping within twelve (12) months of certificate of occupancy being issued by Clearfield City, Utah. This shall include a sprinkler system and lawn. The back yard landscaping shall be completed within twenty-four (24) months after receiving certificate of occupancy that's issued by Clearfield City, Utah.

5.3) Front elevations of all Dwellings shall be all brick, rock, stucco and fiber cement. All side and rear exterior finishes may be brick, stucco, rock, fiber cement and vinyl siding, or combinations thereof. No two Dwellings with the same elevation shall be constructed side by side. Any stucco finishes shall not be installed using an exterior insulated finish system (EIFS). Each dwelling shall be constructed with six (6) inch fascia. Each dwelling shall have a 6/12-ratio pitch roof and have architectural shingles. Each dwelling needs at least 1/3 brick or rock on the front of the home on the first level. Any combination of brick, rock, stucco or fiber cement will be required for the front of the dwelling on the second floor if a 2-story or multi-level home.

5.4) If a Dwelling is a one story home with a basement the main floor area, exclusive of garages areas, porches or basement shall not be less than 1,400 finished square feet above ground, plus an attached 2 or 3 car garage.

5.5) If a Dwelling is a two-story or multi-level home, there shall be at least 1,800 finished square feet above ground, exclusive of porches, garage areas or basement, plus an attached 2 or 3 car garage.

5.6) If a Dwelling is a slab on grade home, there shall be at least 1,800 finished square feet above ground, exclusive of porches, garage areas or basement, plus an attached 2 or 3 car garage.

5.7) No split entry or tri-level dwellings shall be allowed.

5.8) Only single family residential dwellings are allowed in the Subdivision. The term *single family* refers to both the architectural style and the nature of the activities permitted therein.

5.9) The height of any Dwelling shall not exceed two stories above ground.

5.10) The side and rear elevation exterior construction materials for each dwelling may include maintenance-free stucco or maintenance-free vinyl siding.

5.11) Any detached accessory building(s) must conform in design and construction materials with the primary residential Dwelling.

5.12) Basements are allowed in the Subdivision. All liability by Clearfield City, Utah and the Declarants has been waived if the homeowner decides to proceed with a basement.

5.13) There shall be no mobile home or manufactured home of any type permitted within the subdivision.

5.14) Site Grading and Drainage. No Lot Owner shall modify site grading or storm drainage facilities without the prior written consent of the Architectural Control Committee.

5.15) Clearfield City, Utah and Davis County, Utah and Other Approval. Approval of any improvements by the Architectural Control Committee does not waive the requirement for any other required public agency review or permit approval process. By approving plans, the Architectural Control Committee takes no responsibility for plan conformity to any other criteria other than the requirements of this Declaration and any Architectural Guidelines, which may be adopted by the ACC.

5.16) Completion Required Before Occupancy. No Dwelling may be occupied prior to its completion and the issuance of a certificate of occupancy by Clearfield City, Utah and/or Davis County, Utah.

5.17) Building location.

(a) Location of building must meet Clearfield City, Utah requirements on setbacks and yard lines.

(b) For the purpose of this covenant, eaves, steps, and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of any building on a Lot to encroach upon another lot.

5.18) Underground Utilities. All gas, electrical, telephone, television, and any other utility lines in the Project are to be underground, including lines within any Lot which service installations entirely within that Lot. No above ground propane tanks, with the exception of small tanks related to barbeque grills shall be allowed.

5.19) Sewer Connection Required. All Lots are served by sanitary sewer service, and no cesspools, septic tanks, or other types of waste disposal systems are permitted on any Lot. All Dwelling must be connected to the sanitary sewer system.

5.20) Drainage. No Owner shall alter the direction of natural drainage from his Lot, nor shall any Owner permit accelerated storm run-off to leave his Lot without first using reasonable means to dissipate the flow energy.

5.21) No Re-Subdivision. No Lot may be re-subdivided.

5.22) Exception for Declarants. Declarants shall be exempt from the provisions of this Article. Notwithstanding, the restrictions contained in this Article, Declarants shall have the right to use any Lot or Dwelling owned by it, in furtherance of any construction, marketing, sales, management, promotional, or other activities designed to accomplish or facilitate improvement of and/or sale of all Lots owned by the Declarants.

ARTICLE VI

ARCHITECTURAL CONTROL COMMITTEE

6.1) Architectural Control Committee. The Declarant may appoint a three-member Committee, the function of which shall be to ensure that all Improvements and landscaping within the property harmonize with existing surroundings and structures (herein ACC, Architectural Control Committee or Committee. The Architectural Control Committee reserves the right to utilize its discretion in approving or disapproving the construction of any home in the Subdivision in order to enhance and protect the value, desirability and attractiveness of the Lots. It is contemplated by this Declaration, and agreed to by all Owners, that there will be variations and adjustments made by the Architectural Control Committee in approving and disapproving building plans. The process of approval by the Architectural Control Committee may be subjective, but not arbitrary, in approving building plans in substantial conformity with this Declaration. The Architectural Control Committee is made up of:

Douglas B. Hamblin
Jason D. Hamblin
Shane D. Hamblin

6.2) Submission to Committee. No Dwelling, accessory building or structure or addition to a Dwelling and no landscape additions and changes shall be constructed or maintained, and no alteration, repainting, or refurbishing of the exterior of any Dwelling, nor of any court enclosure, except as herein otherwise mentioned, shall be performed, unless complete plans and specifications therefor have first been submitted to and approved by the Committee. All such plans and specifications shall be consistent with any adopted architectural guidelines which shall be from time to time adopted by the Declarant.

6.3) Standard. In deciding whether to approve or disapprove plans and specifications submitted to it, the Committee shall use its best judgment to ensure that all improvements, construction, landscaping and alterations on Lots within the Property conform to and harmonize with existing surroundings and structures and that such proposed improvements enhance the value and aesthetics of the Project.

6.4) Approval Procedure. Any plans and specifications submitted to the Committee shall be submitted on a form provided by the Committee and in triplicate. A preliminary review of design drawings will be required with a final review to be made of working drawings. Upon completion of each review, one set of plans will be retained by the Architectural Control Committee, one set will be retained by the reviewing architect (if any) and the remaining set of plans will be returned to the property owner. All plans and specifications shall be approved or disapproved by it in writing within thirty (30) days after submission. In the event the Committee fails to take any action within such period it shall be deemed to have approved the material submitted.

6.5) Liability for Damages. The Owner is responsible for any and all damage to concrete, sidewalks or subdivision infrastructure. The Committee 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 Article.

6.6) Exception for Declarants. The foregoing provisions of this Article shall not apply to any improvement, construction, landscaping, or alteration which is carried out by Declarants on any Lot or on any part of the Common Areas and which occurs at any time during Class B Control Period.

ARTICLE VII **MISCELLANEOUS PROVISIONS**

7.1) Violation Deemed a Nuisance. Any violation of these covenants that is permitted to remain on the Property is deemed a nuisance, and is subject to abatement.

(a) Any single or continuing violation of the covenants contained in this Declaration may be enjoined in an action brought by an Owner. In any action brought to enforce these covenants, the prevailing party shall be entitled to recover as part of its judgment the reasonable costs of enforcement, including reasonable attorney fees and court costs.

(b) Nothing in this Declaration shall be construed as limiting the rights and remedies that may exist at common law or under applicable federal, state or local laws and ordinances for the abatement of nuisances, health and safety, or other matters. This Declaration is to be construed as being in addition to those remedies available at law.

(c) The remedies available under this Declaration and at law or equity generally are not to be considered as exclusive, but rather as cumulative.

(d) The failure to take enforcement action shall not be construed as a waiver of the contents contained in this Declaration in the future or against other similar violations.

7.2) Repurchase Option for Construction Defect Claims. In the event any Owner shall commence or threaten to commence legal action against Declarants or Declarants Related Entities in connection with any alleged construction defects in such Owner's Dwelling or Lot, Declarants shall have the option, but not the obligation, to purchase such Dwelling/Lot on the following terms and conditions:

(a) The purchase price shall be an amount equal to the sum of the following, less any sums paid to such Owner under any homeowner's warranty, in connection with the alleged defect:

(i) The purchase price paid by the original Owner of the Dwelling & Lot when originally purchased from Declarants;

(ii) The agreed upon value of any improvements made to the Dwelling by anyone other than Declarants; and

(iii) The Owner's reasonable moving costs.

(b) Close of escrow shall occur not later than forty-five (45) days after written notice from Declarants to the Owner of Declarants intent to exercise the option herein.

(c) Title shall be conveyed to Declarants free and clear of all monetary liens and other encumbrances other than non-delinquent real estate taxes.

(d) Exercise of the repurchase option, as provided for herein above, shall constitute full and final satisfaction of all claims relating to the subject Dwelling and Lot. The Owner shall promptly execute and deliver any notice of dismissal or other document necessary or appropriate to evidence such satisfaction.

7.3) Amendment Requires Consent of Declarants. Notwithstanding any other provision of this Declaration, this Article and its subsections may not be amended except with the prior written consent of the Declarants during the Class B Control Period.

7.5) Severability. Each of the covenants contained in this Declaration shall be independent of the others, and in the event that any one is found to be invalid, unenforceable, or illegal by a court of competent jurisdiction, the remaining covenants shall remain in full force and effect.

7.6) No Representations and Warranties. Each Owner and occupant understands, agrees, and acknowledges through taking title or residing in the Project that the Declarants have not made any representations or warranties of any kind related to the Project and that each Owner or occupant has not relied upon any representations or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose relative to the Project.

7.7) Amendment. At any time while this Declaration is in effect, the covenants herein contained can be modified by the Declarants or Declarants successors and assigns during the Class B Control Period at the sole discretion of the Declarants. Thereafter, the covenants herein contained can only be modified by the affirmative vote of the Owners representing not less than sixty-seven (67%) percent of the total votes of the property owners. No meeting or voting shall be required for an amendment, if the required, written consent is obtained from the requisite number of Owners.

7.8) Constructive Notice. Every person who owns, occupies or acquires any right, title or interest in any Lot in the Project is conclusively deemed to have notice of this Declaration and its contents, and to have consented to the application and enforcement of each of the provision of this Declaration against his/her Lot, whether or not there is any reference to this Declaration in the instrument by which he/she acquires interest in any Lot.

7.9) Notices. All notices under this Declaration are provided as set forth in the Bylaws.

7.10) Liberal Interpretation. The provisions of this Declaration shall be interpreted liberally to further the goal of creating a uniform plan for the development of the Project. Headings are inserted for convenience only and shall not be considered in interpretation of the provisions. Singular will include plural, and gender is intended to include masculine, feminine and neuter as well.

7.11) Right to Modify Lot Boundaries and Interior Boundary Lines. Declarants reserve the unilateral right to modify Lot boundaries and interior boundary lines and/or combine Lots or Dwellings so long as it owns the Lots; provided, however, such changes may not extensively alter the boundaries of the Common Area and Facilities nor change the percentages of ownership interest.

ARTICLE VIII
ANNEXATION & DE ANNEXATION

8.1) Annexation. Additional phases of Subdivision may be added to the Property pursuant to the following procedures, and subject to the limitations as follows:

8.2) Annexation by Declarants. Declarants may from time to time expand the Property subject to this Declaration by the annexation of additional property. The annexation of any such land shall become effective upon the recordation in the office of the Davis County Recorder of Davis County, Utah, of a subdivision plat covering the land to be annexed. If applicable, Declarants may record a supplemental declaration when additional limitations, restrictions, covenants and conditions as are applicable to the annexed land. When any such annexation becomes effective, the annexed land shall become part of the Subdivision and subject to this Declaration.

8.3) No Obligation to Annex or Develop. Declarants have no obligation hereunder to annex any additional land to the Subdivision. No land other than the Property as defined on the date hereof and land annexed thereto in accordance with the terms of this Declaration shall be deemed to be subject to this Declaration, whether or not shown on any subdivision plat or map filed by Declarants or described or referred to in any documents executed or recorded by Declarants.