

Recorded at request of *Jack W. ...* Fee Paid \$ *13.00*
 Date *JUN 5 1981* at *2 PM* CAROL DEAN PAGE Recorder Davis County
 By *...* Deputy Book *867* Page *889*
 DECLARATION OF BUILDING AND USE RESTRICTIONS

DREAMS END SUBDIVISION

594029

LAYTON, UTAH

PART A. PREAMBLE

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned, being the owner of the following described real property located in the City of Layton, Davis County, State of Utah, to-wit:

Lots one thru eleven inclusive, Dreams End Subdivision: according to the plat thereof, as recorded in the office of the County Recorder of said county.

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

Abstracted
 Indexed
 Entered

 Platted
 On Margin
 Compared

1. Land Use and Building Type. No lot shall be used except for residential purposes. The use of said lots shall be limited and restricted to single family dwellings which shall not exceed two stories in height and private garages for not less than two vehicles. All construction to be of new materials, except that used brick may be used with prior written approval of the Architectural Control Committee.

2. Architectural Control. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a 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. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the front building setback line unless similarly approved. Approval shall be as provided in Part C.

3. Dwelling Size. The ground floor area of the main structure, exclusive of one-story open porches, terraces and garages, shall not be less than 1,200 square feet for a one story dwelling, nor less than 900 square feet for a split-level dwelling, nor less than 1,000 square feet for a one and one-half or two story dwelling.

4. Building Location.

(a) No building shall be located on any lot except in conformance with zoning codes of Layton City, Utah and/or variances obtained therefrom.

(b) For the purpose 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 any building on a lot to encroach upon another lot.

5. Easement. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of each lot. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may obstruct or retard the flow of water through drainage channels 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 public authority or utility company is responsible.

5. Easement. Each of the parties hereto acknowledge the prior rights of the UNITED STATES and the DISTRICT in and to the perpetual easements to construct, reconstruct, operate and maintain the PROJECT FACILITIES and appurtenant structures, above and below ground surface, within those portions of the perpetual easements. Any increase in the cost to reconstruct, operate, maintain, and repair the PROJECT FACILITIES and appurtenant structures which might result from the construction of the proposed subdivision, homes, and other physical structures, and utility improvements, shall be borne by the subdivider or their successors in interest. Any costs to the DISTRICT or the the UNITED STATES which result from the construction of the subdivision or utility improvements shall be borne by the subdivider or its successors in interest in the land, and such costs shall constitute a lien on said land until paid.

6. 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 in the opinion of the Architectural Control Committee will be permitted in carports, unless in enclosed areas designed for such purposes. No automobiles, trailers, boats or other vehicles are to be stored on streets or front or side lots unless they are in running condition, properly licensed and are being regularly used.

7. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently. No Mobile Homes are permitted.

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

9. Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose and are restricted to the owner's premises or on leash under handler's control.

10. 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 except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. 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.

11. Oil and Mining Operations. 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 natural gas shall be erected, maintained, or permitted upon any lot.

12. Slope and Drainage Control. No structure, planting or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of flow of drainage channels or obstruct or retard the flow of water through drainage channels. The slope control areas of each lot and all improvements in them shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

PART C. ARCHITECTURAL CONTROL COMMITTEE.

1. Membership. A majority of the 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. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

The Architectural Control Committee is composed of:

Leona G. Hachmeister
3825 Gemini Circles
Boise, Id. 83709 - Phone: 208-362-5156

Bruce N. Campbell
583 N. Gramercy Ave.
Ogden, Utah 84404 - Phone: 782-5033

Beth L. Campbell
583 N. Gramercy Ave.
Ogden, Utah 84404 - Phone: 782-5033

2. Procedure. The Committee's approval or disapproval as required in these covenants shall be in writing.

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-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods 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. Enforcement shall 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 to recover damages.

3. Severability. Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

4. Exclusion. Lot twelve and lot thirteen with existing home, are excluded from said covenants until such time as existing owners sell said lots and home. At that time, said lots will fall under said covenants.

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Leona G. Hachmeister
Leona G. Hachmeister

STATE OF IDAHO)
) : SS
COUNTY OF ADA)

On this 15th day of April, 1981, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared before me, Leona G. Hachmeister known to me to be the signer of the foregoing instrument, who duly acknowledges to me that she executed the same.

Abbie DeGrange
Notary Public for Idaho
Residing at Boise, Idaho

My Commission expires:

11-10-83