

Recorded at request of *Larry Wright (Army & Co.)* Fee Paid \$ *63.00*  
 Date *NOV. 29, 1981* at *8:31* AM CAROL DEAN PAGE Recorder Davis County  
 By *Sharon Van Swinden* Deputy Book *886* Page *260*

63.00

604831

-TO-  
 WHOM IT MAY CONCERN

DECLARATION OF PROTECTIVE COVENANTS  
 AGREEMENTS, RESTRICTIONS AND CONDITIONS  
 AFFECTING THE REAL PROPERTY KNOWN AS  
 AMENDED PLAT OF LAKELAND SUBDIVISION NO. 1

PART A. PREAMBLE

WHEREAS, the undersigned is the legal and beneficial owner of a certain tract of land situated in the City of Layton, Davis County, State of Utah described as Amended Plat of Lakeland Subdivision No. 1.

WHEREAS, the undersigned is about to sell the property described heretofore, which it desires to subject, pursuant to a general plan of improvements, to certain restrictions, conditions, covenants and agreements between itself and the several purchasers of said property and between the several purchasers of said property themselves as hereinafter set forth:

NOW, THEREFORE, the undersigned declares that the property described heretofore is held and shall be sold, conveyed, leased, occupied, resided upon hypothecated and held subject to the following restrictions, conditions, covenants, and agreements between itself and the several owners and purchasers of said property as between themselves and their heirs, and successors and assigns:

PART B. AREA OF APPLICATION

B-1. FULLY-PROTECTED RESIDENTIAL AREA. The residential area covenants in Part C in their entirety shall apply to all lots included in Amended Lakeland Subdivision No. 1, and more particularly described as follows:

09-101

- Abstracted
- Indexed
- Entered
- Plotted
- On Margin
- Compared

A part of the SE 1/4 of Sec. 7 and the West 1/2 of Sec. 8 T4N, R1W, SLB&M, U.S. Survey: Beginning at the West 1/4 Cor. of said Sec. 8; running thence N 0°10'10" E 540.57 ft. along the Section line thence N 89°55'57" E. 488.50 ft. thence S 0°10'10" W 255.00 ft., thence N 89°55'57" E 100.00 ft., thence S 59°45'55" E 69.33 ft., thence N 89°55'57" E 90.76 ft., thence S 0°10'10" W 5.00 ft., thence N 89°55'57" E 99.00 ft., thence N 75°54'40" E 61.91 ft., thence N 89°55'57" E 400.03 ft., thence S 0°21'07" W 997.91 ft. to the North side of a Weber Davis Canal Co. 33' right-of-way thence N 61°28'09" W 1410.52 ft. along said North line, thence southwesterly along the arc of a 418.45 ft. radius curve, 45.82 ft. to the right (L.C. = 45.79 ft. bears S 11°48'53" W), thence Southwesterly along the arc of a 352.60 ft. radius curve 90.93 ft. the the left (L.C. = 90.68' bears S 7°33'48" W), thence N 89°49'30" W 66.00 ft., thence Northeasterly along the arc of a 418.60 ft. radius curve, 107.96 ft. to the right (L.C. = 107.66 ft. bears N 7°33'48" E), Northeasterly along the arc of a 352.45 ft. radius curve, 62.74 ft. to the left (L.C. = 62.66 ft. bears N 9°51'07" E), thence S 61°28'09" E 9.80 ft., thence N 0°10'30" E 32.82 ft. to the point of beginning.

Contains 22.61 acres.

PART C. RESIDENTIAL AREA COVENANTS

C-1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. 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 stories in height and a private garage for not less than one car but not more than three cars. All land use and buildings shall be in compliance with all zoning and land use ordinances and regulations of the municipalities and agencies governing the subdivision land use and building, and all landscaping, grading and drainage of the land in each owner's lot shall be completed so as to comply with all flood control requirements of the subdivision and the individual lots therein. All construction to be of new materials, except that used brick may be used with prior written approval of the Architectural Control Committee.

*Larry Wright*  
*Subj 2*  
 3708 So. Yampile  
 SL? 84111

**C-2. ARCHITECTURAL CONTROL.** No building shall be erected, placed or altered on any lot other than as specified as the "Buildable Area" on the Amended Plat of the Lakeland Subdivision No. 1 which is attached hereto and becomes a part of these Protective Covenants, and 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 the quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be placed or erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in Part D.

**C-3. DWELLING QUALITY AND SIZE.** No dwelling shall be constructed such that the ground floor of the main structure, exclusive of open porches and garages, is less than 900 square feet for a one-story dwelling, nor less than 800 square feet on the main floor for a dwelling of more than one story. It is the intention and purpose of the covenants to assure that all dwellings shall be of a quality of design, workmanship and materials substantially the same or better than the other units constructed on the property by Declarant. For the purposes 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 a building on a lot to encroach upon another lot.

**C-4. BUILDING LOCATION.**

(a) No building shall be located on any lot nearer than 20 feet to the front lot line; nearer than 20 feet to any side street lot line; nearer than 3 feet to any interior lot line; nor nearer than 25 feet to the rear lot line. No principal structure shall be located within 11 feet of any other principal structure; nor shall the sum of the side yards of a subject lot be less than 11 feet, and in no case, except upon the written approval of the Architectural Control Committee shall any building be placed upon a lot which does not lie within the "buildable area" as per the Amended Plat of Lakeland Subdivision No. 1.

(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 be construed to permit any portion of a building on a lot to encroach upon another lot.

**C-5. LOT AREA AND WIDTH.** No dwelling shall be erected or placed on any lot having a width of less than 40 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 4,000 square feet, except that a dwelling may be erected or placed on all lots as shown on the recorded plat provided that front, side and rear setbacks required above are complied with.

**C-6. EASEMENTS.** Easements for installation and maintenance of utilities and drainage facilities 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 utilities, or which may change the direction of flow of drainage 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 a public authority or utility company is responsible.

**C-7. 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.

**C-8. 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.

**C-9. PRIVATE RESIDENCE: MOVING OF STRUCTURES.** Said premises shall be used for private residence purposes only, except as hereinafter set forth and no structure of any kind shall be moved from any other prior residence

upon said premises, nor shall any incomplete building be permitted to remain incomplete for a period in excess of one (1) year from the date the building was started unless approved by the Architectural Supervising Committee.

C-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 (1) square foot, one sign of not more than five (5) 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.

C-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.

C-12. **PETS, ANIMALS, ETC.** No animals other than a reasonable and usual number of household pets shall be kept on any said lots.

C-13. **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 materials shall be kept in a clean and sanitary condition.

C-14. **SIGHT DISTANCE AT INTERSECTIONS.** No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. 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.

#### PART D. ARCHITECTURAL CONTROL COMMITTEE

D-1. **MEMBERSHIP.** The Architectural Control Committee is composed of Vernon E. Cooley, 1544 Yale Avenue, Salt Lake City, Utah; Gary M. Wright, 350 East Millcreek Lane, Kaysville, Utah; and McKinley M. Oswald 7554 Brighton Point Drive, Salt Lake City, Utah. 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 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 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.

D-2. **PROCEDURE.** 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 30 days after plans and specifications have been submitted to it, or thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

#### PART E. GENERAL PROVISIONS.

E-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 forty years from the date these covenants are recorded, after which said covenants shall automatically be 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.

E-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 or to recover damages.

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

E-4. AMENDMENT. These covenants may be amended by the written acceptance of all of the fee simple title owners.

IVORY AND COMPANY

By:

McKinley M. Oswald  
General Partner

ATTEST

Jay M. Wright

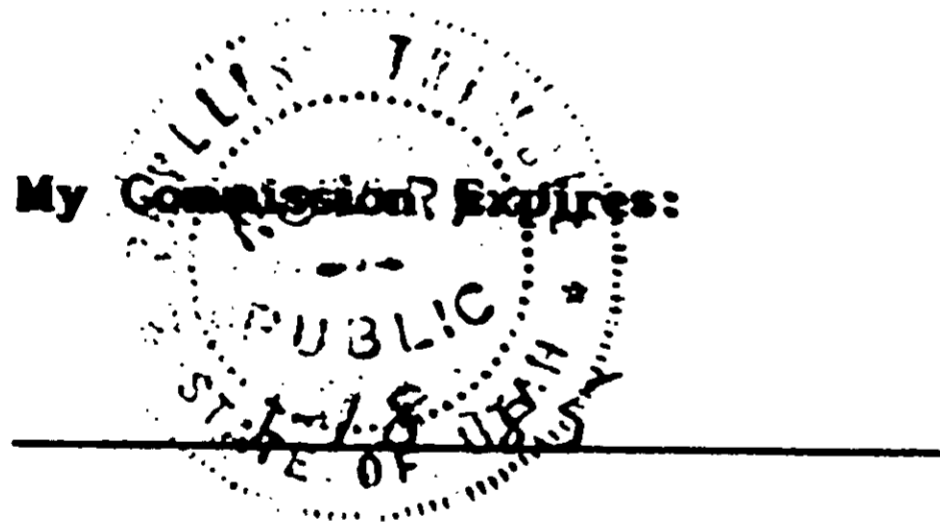
STATE OF UTAH )  
                                  ) : ss.  
COUNTY OF SALT LAKE )

On the 20 day of October, 1981, personally appeared before me McKinley M. Oswald, who being by me duly sworn, did say that he is a General Partner of IVORY AND COMPANY, and that said Agreement was signed in behalf of said Partnership by said Partner for the purposes herein set forth.

Phyllis Trumble  
Notary Public

My Commission Expires:

Residing In:



Salt Lake City