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SHERYL L. WHITE, DAVIS CNTY RECORDER  
2002 FEB 28 10:32 AM FEE 66.00 DEP LM  
REC'D FOR ARGYLE ACRES LLC

# DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF "ARGYLE ACRES SUBDIVISION" PHASE 4

THIS DECLARATION is made this 27<sup>th</sup> day of February, 2002 by Argyle Acres, L.L.C., a Utah limited liability company ("Declarant").

WITNESSETH:

WHEREAS, Declarant is the Owner, and Developer of certain property (herein the "Lots") in Woods Cross City, Davis County, State of Utah, more particularly described as follows: (Argyle Acres Subdivision Phase 4, lots 401 through and including 447)

06 - 209 - 0401 thru 0447

WHEREAS, Declarant intends that the Lots, and each of them, together with the Common Easements as specified herein, shall hereafter be subject to the covenants, conditions, restrictions, reservations, assessment; charges and liens herein set forth.

NOW, THEREFORE, Declarant hereby declares, for the purpose of protection of the value and desirability of the Lots, that all of the Lots shall be held, sold, conveyed, subject to the following easements, restrictions, covenants and conditions, which shall run with the Lots, and be binding on all parties having any right, title and interest in the Lots or any part thereof, their heirs, successors and assigns, and shall insure to the benefit of each Owner thereof.

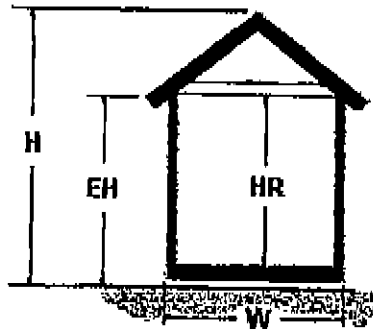
## ARTICLE I

### ARCHITECTURAL CONTROL

SECTION 1. The Architectural Control Committee shall be composed of the following three individuals appointed by the Declarant: John Aldous, Gordon Etter, and David Irwin. 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 members of the committee, nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

SECTION 2. The Committee's approval or disapproval as required in these covenants shall be in writing on the set of plans or in letter form. The Lot Owner must submit a set of formal plans, specifications, and site plan to the Committee before the review process can commence. 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, approval will not be required and the related covenants shall be deemed to have been fully complied with.

**SECTION 3.** No building, fence, wall or other structure shall be commenced, erected or maintained upon the Project, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, exterior color combinations and location of the same shall have been submitted to and approved in writing as to the harmony of the exterior design and location in relation to the surrounding structures and topography by the Architectural Control committee. In no case will front yard fencing of any type or chain link fencing be permitted. Storage sheds may be considered, but are subject to approval. Sheds must be constructed of wood and have gabled roofs, be painted and maintained, and not contradict the aesthetics, flow and appearance of the home and community. The paint color shall be consistent with exterior stucco color of the home. The storage shed's location should be adjacent to the backside of the home. Alternative locations may be considered for approval based on other dynamics of the yard. Sheds must be placed on a permanent, concrete pad. Submit the following to the Architectural Control Committee prior to commencing construction of the storage shed: plans, specs, dimensions, material list, color sample, and proposed location.



**ARTICLE II**

**RESIDENTIAL AREA COVENANTS**

**SECTION 1.** Quality. 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 (1) detached single-family dwelling not to exceed two (2) stories in height, and private garages for not more than three (3) vehicles.

**SECTION 2.** Dwelling size:

(Rambler)	1000 sq. ft.	Minimum finished on main floor.
(Split-Entry)	900 sq. ft.	Minimum finished on main floor.
(Multi-Level)	900 sq. ft.	Minimum finished square feet constituting the combination of the main and upper level.
(Two-Story)	1200 sq. ft.	Minimum finished total sq. ft. 1200. 1 <sup>st</sup> floor minimum finished 600 sq. ft.

All of the above requirements are exclusive of open porches and garages. Each dwelling must have an attached garage for a minimum of two (2) cars. Each dwelling must have a masonry exterior with either all brick, all stucco, or a combination of rock and stucco or brick and stucco and must be approved by the Architectural Control Committee. All construction shall be comprised of new materials, except that used brick may be used with the prior written approval of the Architectural Control Committee.

SECTION 3. City Ordinances. All improvements on the Lot shall be made, constructed and maintained, and all activities on a Lot shall be undertaken, in conformity with all laws and ordinances of the City of Woods Cross, Davis County, and the State of Utah, which may apply, including without limiting the generality of the foregoing, all zoning and land use ordinances.

SECTION 4. Easements. Easements for all installations and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Without 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 the flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements.

SECTION 5. 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 automobiles, trailers, motor homes, recreational vehicles, boats, or other vehicles are to be stored on the streets. Nor shall such vehicles be stored on any Lots unless they are in running condition, properly licensed, and are being regularly used.

SECTION 6. Temporary Structures. No structures 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.

SECTION 7. Landscaping. All front, rear and side yards and park strips must be landscaped within one (1) year after dwelling is occupied. Any park strips must be planted in grass and landscaped to enhance the beauty of Argyle Acres Subdivision.

SECTION 8. Garbage and Refuse Disposal. No Lot shall be used as or maintained as a dumping ground for rubbish, trash, garbage or other waste and such materials shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept clean and in sanitary condition. No trash, refuse or construction debris may be burned on any Lot at any time, neither in an incinerator nor open fire. Each lot and its abutting street is to be kept free of trash, weeds and other refuse by the Lot owner. No unsightly material or objects are to be stored on any Lot in view of the general public.

SECTION 9. Animals and Pets. No livestock, poultry, or animals other than dogs, cats or other household pets may be kept on the premises as permissible within current zoning regulations. A total of two (2) dogs and/or cats are permissible provided that they are not kept, bred, or maintained for any commercial purpose and are restricted to the owner's premises and under handlers control. Acknowledgement is hereby given that landowners West, South, and North of Argyle Acres Subdivision currently use their property to keep horses, cattle, and other farm animals. Such use will continue without complaint from those who purchase Lots in any of the plats located in Argyle Acres Subdivision.

**SECTION 10.** Disclosure.

a. Proximity to the Airport. The Argyle Acres Subdivision, Phase 4, is less than one (1) mile from the Skypark Airport. The parcel is also located within the Controlled Development Zone as defined by the Airport Zoning Map. Airplanes may fly at low elevations over the parcel as they operate to, from, or at the airport. The airport is operational 24 hours per day. Flights may occur at all hours of the day or night.

b. Disclosure of Noise Impacts. Due to the proximity of the parcel to the Skypark Airport, and the airport's associated flight patterns; owner(s)/buyer(s) should expect varying degrees of noise from these aircraft, which some persons may find intrusive.

c. Future Improvements and Aircraft Operations. The airport plans to expand its facilities and operations in the future. The plans include, but are not limited to those shown on the approved Airport Layout Plan. These improvements may result in increased aircraft operations, operations by larger aircraft, and increased nighttime operations, which could increase the noise levels within the vicinity of the airport.

d. Argyle Acres Subdivision. The Argyle Acres Subdivision is located adjacent to a commercial zone and existing light industrial/commercial uses. There may be noises and minor odors associated with these activities that are not normally associated with residential uses. These activities are regulated by Woods Cross City and other governmental entities as to their operation and maintenance. We recognize the rights of the owners of these facilities to operate their businesses in accordance with federal, state and local regulations.

**ARTICLE III****GENERAL PROVISIONS**

**SECTION 1.** Enforcement. Any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, imposed by the provisions of this Declaration. Failure by any Owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Enforcement of this Declaration shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain the violation or to recover damages, or both. In acquiring title to any Lot in the community, the purchaser or purchasers violating or attempting to violate any covenant, agree to reimburse the Association and/or any Owners for all costs and expenses for which it or they may be out as a result of the said violation or attempted violation, including but not limited to court costs and attorneys' fees.

**SECTION 2.** Severability. Invalidation of any of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

**SECTION 3.** Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of forty (40) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended or terminated by a vote of at least eighty-five

percent (85%) of the total votes of all owners, which vote shall be taken at a duly called meeting.

Any amendment approval shall be reduced to writing, signed, and recorded against the Lots.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand this 27<sup>th</sup> day of February, 2002.

DECLARANT:

ARGYLE ACRES, L.L.C.

By: Hamlet Homes Corporation  
Its Managing Member

By: *John Aldous*  
John Aldous, President

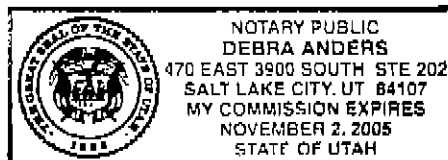
STATE OF UTAH, CITY/COUNTY OF SALT LAKE, TO WIT:

I HEREBY CERTIFY that on this 27<sup>th</sup> day of February, 2002 before, me, the subscriber, a Notary Public of the State of Utah, personally appeared John Aldous, known to me or suitably proven, who acknowledged himself to be the President of Hamlet Homes Corporation, Managing Member of Argyle Acres, L.L.C., the Declarant named in the foregoing Declaration of Covenants, Conditions and Restrictions, and who, being authorized to do so, in my presence, signed and sealed the same and acknowledged the same to be the act and deed of the Declarant.

AS WITNESS my hand and seal.

*Debra Anders*  
Notary Public

My Commission Expires: Nov 2, 2005



## EXHIBIT A LEGAL DESCRIPTION

BEGINNING AT THE CENTER OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN; AND RUNNING THENCE S89°56'39"E ALONG THE QUARTER SECTION LINE 757.589 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY BOUNDARY LINE OF ARGYLE ACRES PHASE 3 EXTENDED; THENCE S00°48'48"W 100.327 FEET TO THE NORTHERLY LINE OF 1200 SOUTH STREET; THENCE FOLLOWING THE WESTERN BOUNDARY OF ARGYLE ACRES PHASE 3 (RECORDED AS ENTRY NUMBER 1307736 IN BOOK 2101 AT PAGE 1292 IN THE OFFICIAL RECORDS OF THE DAVIS COUNTY RECORDER) ALONG THE FOLLOWING SIX (6) COURSES: 1) THENCE S11°00'22"W 56.900 FEET; 2) THENCE S00°48'48"W 289.080 FEET; 3) THENCE S00°51'39"E 56.000 FEET; 4) THENCE N89°08'21"E 3.440 FEET TO A POINT OF CURVATURE; 5) THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 528.000 FEET AN ARC LENGTH OF 22.330 FEET SUBTENDED BY A CHORD BEARING N87°59'16"E 22.328 FEET; 6) THENCE S00°48'48"W 114.520 FEET MORE OR LESS TO A LINE DEFINED BY THAT CERTAIN BOUNDARY LINE AGREEMENT (RECORDED AS ENTRY 1281185 IN BOOK 2055 AT PAGE 274 IN THE OFFICIAL RECORDS OF THE DAVIS COUNTY RECORDER) THENCE ALONG SAID BOUNDARY LINE AGREEMENT THE FOLLOWING FIVE (5) COURSES: 1) S88°38'18"W 184.710 FEET; 2) THENCE S89°15'55"W 232.990 FEET; 3) THENCE S89°24'22"W 154.590 FEET; 4) THENCE S89°23'56"W 203.730 FEET; 5) THENCE S89°20'53"W 49.573 FEET; THENCE N00°53'00"W 103.229 FEET MORE OR LESS; THENCE N36°48'59"W 69.161 FEET; THENCE N00°53'00"W 153.953 FEET; THENCE S82°51'14"W 58.222 FEET; THENCE N00°13'23"E 164.165 FEET; THENCE N22°50'34"W 58.741 FEET; THENCE N00°08'47"W 103.921 FEET TO THE QUARTER SECTION LINE; THENCE S89°56'29"E ALONG THE QUARTER SECTION LINE 184.942 FEET TO THE POINT OF BEGINNING.

Containing: 12.57 acres  
47 lots (numbers 401-447)