

AMENDED DECLARATION OF BUILDING AND USE RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:  
690896

PART A. Preamble.

*Eastwood Est #2 Amnd  
Lots 1-18; 21-70*

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

Lots 1 to 18 inclusive, and 21 to 70 inclusive, of Eastwood #2 Subdivision, according to the official 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 of said 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.

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 private garages and/or carports for not more than three 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, and as to location with respect to topography and finish grade elevation. 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. Size and Features. No dwelling shall be constructed on any lot unless the interior floor area above ground level of such dwelling equals or exceeds 1,000 square feet. For purposes of determining the amount of such floor area, open porches, garages, patios, solariums, storage facilities accessible only from the outside or from the garage, the attic, and other areas not used as part of the interior, above-ground living area of the dwelling shall not be included. Further the dwelling on each lot shall be furnished with a garage of a size

10-017-27  
Recorded at request of *Carol Dean Page*  
Date **DEC 26 1988** at **3 PM**  
By *Deborah J. Alvey*  
Fee Paid \$ **45.50**  
Recorder Davis Co **1263**  
Page **1017**  
Deputy Book **1017**

Abstracted  
 Indexed  
 Platted  
 On Margin  
 Compared

*200 N. Main  
SIC 84111*

sufficient to conveniently house two automobiles. Each such dwelling shall also have a brick veneer exterior on the side of the dwelling facing the street, such that bricks cover at least 50% of the surface area of the wall of such side excluding windows, doors, and exposed foundation.

4. Building Location.

a. No building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 30 feet to any side street line.

b. No dwelling shall be located nearer than 9 feet to any interior lot line with a combined side yard of 19 feet, except that a one-foot minimum side yard shall be permitted for a garage or other permitted accessory building located 45 feet or more from the front building setback line. No dwelling shall be located on any interior lot nearer than 30 feet to the rear lot line. Detached garages or other permitted accessory buildings may be located seven feet or more from the rear lot line, so long as such buildings do not encroach upon any easements.

c. 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. Lot Area and Width. No dwelling shall be erected or placed on any lot having a width of less than 80 feet at the front building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 9,000 square feet, except that a dwelling may be erected or placed on all corner and cul-de-sac lots as shown on the recorded plat, provided that the above yard clearances are maintained.

6. Easement. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 7 feet of each lot. 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 channels in the easements, 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 a public authority or utility company is responsible.

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. 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 purpose. 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.

No open storage of building materials, except during the course of actual construction, shall be permitted on any lot, nor shall junk, unlicensed cars or other unsightly items ever be maintained or stored on any lots.

Minor vehicle repairs may be accomplished during the daylight hours. Major vehicle repairs lasting more than three days is strictly prohibited.

Failure to comply with the provisions hereof shall constitute a nuisance.

8. 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.

9. Signs. No signs 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 building or developer to advertise the property during the construction and sales period.

10. 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.

11. 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.

12. Sight Distance at Intersection. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six 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 twenty-five feet from the intersection of the street lines or in case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

13. 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 the oil or natural gas shall be erected, maintained, or permitted upon any lot.

14. Landscaping. Any trees, lawns, shrubs, or other plantings provided by the developer shall be properly nurtured and maintained or replaced at the property owner's expense upon request of the Architectural Control Committee. All buyers of homes shall see that lawns are planted as well as two shrubs or trees.

15. 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:

WAYNE A. JENSON

GRANT H. BANGERTER

MARK WAHJQUIST

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 thirty days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required, and the related covenants shall be deemed to have been fully complied with.

PART D, General Provisions.

1. Run with Land. The covenants contained in this Agreement shall bind the signatories, their heirs, successors, and assigns, and shall run with the land in perpetuity, unless amended, rescinded, or terminated as provided in the next paragraph.

2. Amendment, Termination. Any amendment, modification, termination, or rescission affecting any of these covenants shall be (1) in writing, (2) signed by the owners of a majority of the lots described on the first page of this document, and (3) recorded in the office of the County Recorder of the County in which the aforementioned lots are located. Any purported amendment, modification, termination, or rescission affecting any of these covenants but which does not satisfy all three of the requirements of this paragraph shall be of no force or effect.

3. 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.

Signed for identification:

1068

GREENVILLE, LTD.  
A UTAH LIMITED PARTNERSHIP

BY GRANADA, INC.  
ITS GENERAL PARTNER

BY:

*Grant H. Bangerter*  
~~WAYNE JENSON~~ GRANT H. BANGERTER  
VICE-PRESIDENT OF GRANADA, INC.

OWNER OF LOT NUMBERS 1-6, 10-17, 21  
23, 25-32, 34, 35, 36, 38-52, 54-70,  
62, 63, 64, 66-70

When recorded return to  
and send tax notice to:  
Granada, Inc.  
200 North Main Street  
Salt Lake City, Utah 84103  
Attention: Grant Bangarter

1069

EASTWOOD ESTATES #2 SUBDIVISION  
AMENDMENT TO  
DECLARATION OF BUILDING AND USE RESTRICTIONS

The undersigned who constitute more than seventy-five percent of the owners of Lots 1 through 18 and 21 through 70, both inclusive, of Eastwood Estates #2 Subdivision, Layton City, Davis County, Utah, do hereby amend the Declaration of Building and Use Restrictions applicable to the said lots to read in its entirety as in the attached document of the same title, which is incorporated herein by reference and signed for identification.

DATED this 26 day of DEC., 1984.

GREENVILLE, LTD.  
A UTAH LIMITED PARTNERSHIP

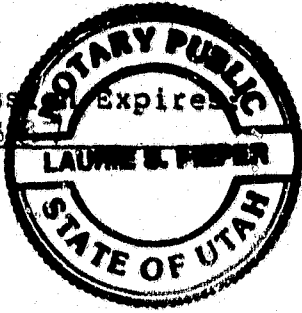
BY GRANADA, INC.  
ITS GENERAL PARTNER

BY: Wayne Jensen  
WAYNE JENSON  
VICE-PRESIDENT OF GRANADA, INC.

OWNER OF LOT NUMBERS 1-6, 10-17, 21, 23  
25-32, 34, 35, 36, 38-52, 54-60,  
52, 53, 64, 66-72

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

On this 21<sup>st</sup> day of December, 1984, personally appeared before me Wayne Jenson, Vice-President of Granada, Inc., General Partner of Greenville, Ltd., who duly acknowledged to me that he executed the foregoing instrument as duly authorized Vice-President of Granada, Inc., acting as General Partner of Greenville, Ltd.



My Commission Expires

5/3

Laurie S. Piper  
NOTARY PUBLIC  
Residing in: Provo, UT