

TO
WHOM IT MAY CONCERN

DECLARATION OF PROTECTIVE COVENANTS,
AGREEMENTS, RESTRICTIONS and CONDITIONS
AFFECTING THE REAL PROPERTY KNOWN AS
OAK FOREST NO. 10 SUBDIVISION

Dated: May 20, 1980
Recorded: May 23, 1980
Entry No.: 567175
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WHEREAS Ivory and Company, a Utah Limited Partnership (hereinafter referred to as "Developer") is the owner of the following described real property located in Davis County, Utah.

Lots 500 through 567 inclusive of OAK FOREST NO. 10 SUBDIVISION according to the official plat thereof, recorded as Entry No. 537538 in Book 778 Page 991 in the office of the County Recorder.

WHEREAS it is the desire and intention of the Developer to sell the lots described above and to impose on them mutual beneficial restrictions under a general plan of improvement for the benefit of all the lots in the subdivision and the future owners of those lots:

NOW, THEREFORE, the Developer hereby declares that all of the lots described above are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved subject to the following covenants and conditions, all of which are declared and agreed to be in furtherance of a plan for the improvement and sale of the lots described above and are established and agreed upon for the purpose of enhancing and protecting the value, desirability, and attractiveness of the lots. All of the covenants and conditions shall run with the land and shall be binding on all parties having or requiring any right, title or interest in the above described lots or any part hereof.

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 more than three cars provided, however, that the Architectural Control Committee may permit one or more of the lots to be used for school or church purposes or to be used for a swimming pool and other recreational facilities for the benefit of the owners of some or all of the other lots described above. No dwelling shall be erected, placed, or permitted to remain on any lot that does not have attached to it a private garage for at least two cars.

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 and workmanship and materials, harmony of external design and existing structure and as to locating with respect to topography and finished grade elevation.

Unless approved by the Architectural Control Committee, no hedge more than three feet high and no fence or wall shall be erected, placed, altered

or permitted to remain on any lot closer to the front street than the front of the residential structure on said lot, or, where said hedge, fence or wall is located along the boundary line between two adjoining lots, it shall be closer to the front street than the front of whichever residential structure on the two adjoining lots is nearer to the street.

After the date of filing of these covenants and conditions, no tree shall be permitted to grow to such a size that it substantially impairs the view from another lot. The Architectural Control Committee is authorized to determine whether any trees do interfere with the view from another lot and to order the cutting back or, if necessary the removal of any such tree. Such a determination and order by the Committee shall be conclusive upon the lot owners. The expense of cutting back or removal shall be borne by the owner of the lot upon which the tree is located.

All premises shall be used for private residence purposed only. except 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 of one year from the date the building was started unless approval by the Architectural Control Committee.

All construction is to be of new materials, except that used brick may be used with prior written approval of the Architectural Control Committee.

3. SWELLING QUALITY AND SIZE. The ground square area of the main structure exclusive of garage and any one story open porches shall not be less than 1300 square feet for a one-story dwelling. In a split level dwelling the combined area of a single level and each of the two levels in the adjoining two story portion of the dwelling exclusive of garage and any one story porches shall total not more than 1800 square feet. In a two story home which is two stories above the curb level, the combined area of the ground story level and the story above the ground story level, exclusive of garage and any one story open porches shall total not less than 1800 square feet. In a split entry dwelling the combined area of the above ground level and the below ground level shall be 2000 square feet with the above ground level being not less than 1500 square feet, exclusive of garage and any one story open porches if one foot of more of foundation is above finished grade, from the basement. For the purposes of these covenants, the basement area shall in no event be considered a story. It is the purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same as or better than that which can be produced at the date that these covenants are recorded.

4. SET BACK LINES. Unless _____ exception is granted by the Architectural Control Committee where unusual circumstances exist, the following back lines shall apply.

- 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 yard line.
- b) No building shall be located nearer than 12 feet to an

- (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 a 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 point where there is proposed to be located that part of the dwelling closest to the front street, nor shall any dwelling be erected or placed on any lot having an area of less than 9,000 square feet.

6. EASEMENTS: Seven foot easements for installation and maintenance of utilities are reserved on front and back lot lines and on some side lot lines as shown on the recorded plat. Within these easements no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities. 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. DRAINAGE. No lot shall be graded and no structure or other obstacle shall be erected placed, or permitted to remain thereon in such a way to interfere with the established drainage pattern over the lot to and from adjoining land, or in the event it becomes necessary to change the established drainage over a lot, adequate provisions shall be made for proper drainage. Any fence or wall erected along the side or rear property line of any lot shall contain "weep holes" or be otherwise constructed so as not to prevent the flow of surface water from adjoining land where such flow is in accord with the established drainage. The slope control area 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.

8. 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 any annoyance or nuisance to the neighborhood.

9. USE OF OTHER STRUCTURES AS RESIDENCE. No trailer, basement, tent, shack, garage, barn or other outbuilding or any structure of a temporary character shall be used on any lot at any time as a residence either temporarily or permanently.

10. SIGNS. No sign of any kind shall be displayed to the public view on any lot except 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.

11. ANIMALS. 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 do not become an annoyance or nuisance to the neighborhood.

12. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping grounds 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.

13. EXCAVATIONS AND COMPLETING IMPROVEMENTS. No excavation shall be made on any lot except in connection with the erection, alteration, or repair, of a dwelling or other improvements thereon. When excavation or the erection, alteration, or repair of a structure or other improvements has once begun, the work must be prosecuted diligently and completed within a reasonable time.

14. ROOFTOP ANTENNAS. No television, ham radio, citizens band or radio antenna or other similar electronic receiving or sending device shall be permitted upon the rooftop or side of any home or elsewhere if exposed to the view from any other lot unless approved by the Architectural Control Committee. In no case will any such receiving or sending antenna or other device be allowed to interfere with the peace and quiet enjoyment of any neighboring lot owner's premises or home entertainment facilities or equipment.

15. ARCHITECTURAL CONTROL COMMITTEE. The Architectural Control Committee shall consist on three members to be elected by the developer. Any communication to the committee shall be addressed to the Architectural Control Committee of Oak Forest No. 10 Subdivision, 370 East South Temple, Salt Lake City, Utah 84111, or unless the address is changed by written notice to the lot owners from the developer or the committee. Upon failure of teh developer to fill any vacancies in the committee the reaming members of the committee may do so by a majority vote of their members. The developer may, at its sole descretion, remove members from the committee and vill vacancies. Said rights of appointment and removal shall, however be subject to the right of the then record owners of a majority of the lots, through a duly recorded written instrument to change any membership of the committee or to withdraw from the committee or restore to its power and duties, except that the committee shall always have one member selected by the developer if the developer so desires. A majority of the committee may designate a representative to act for it. Neither the members of the committee nor its designated representatives shall be entitled to any compensation for services performed under this declaration.

The Committee's approval or disapproval required in this Declaration of Covenants and Conditions shall be in writing. In the event that the Committee, or its designated representative fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, or if no suit to enjoin the construction has been commenced before the completion, approval shall not be required and the related covenants shall be deemed to have been fully complied with.

As of the date of this Declaration, the Architectural Control Committee shall be composed of Vernon E. Cooley, 1544 Yale Avenue, Salt Lake City, Utah; Howard Kent, 620 East 18th Avenue, Salt Lake City, Utah; and McKinley M. Oswald, 7554 Brighton Point Drive, Salt Lake City, Utah.

16. TERM OF RESTRICTIONS. These restrictions are to run with the land permanently except that they may be changed, cancelled or added to in whole or in part by a duly recorded instrument, signed by the then owners of record of a majority of the lots.

17. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

THIS DECLARATION is made this 20th day of May, 1980.

IVORY AND COMPANY

By _____
General Partner