

Recorded at request of SECURITY TITLE COMPANY, Order No. 68248 Fee Paid 29.00  
Date MAY 31 1978 at 2:17 P.M. MARGUERITE S. BOURNE Recorder Davis County  
By Anna Sheriff Deputy Book 710 Page 429

DECLARATION OF BUILDING AND USE RESTRICTIONS

497461

PROTECTIVE COVENANT

We, the undersigned, Tri-Oaks Inc., fee owners of the real property now duly platted as Tri-Oaks #1 and #2. and all the property pertaining thereto, as said plat is now recorded in Book 698 page 28 as entry no. 490551 of the official records in and for Davis County, State of Utah. hereby make the following declarations as to limitations, restrictions and uses to which the lots constituting said addition may be put, hereby specifying that said declarations shall be binding on all parties and all persons claiming under them, and for the benefit of and limitations upon all future owners in said addition desirable, uniform and suitable in architectural design and use as herein specified.

I

LAND AND BUILDING TYPE USE. No building shall be erected, altered, 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 four cars.

Abstracted  
 Indexed  
 Entered  
  
 Platted  
 On Margin  
 Compared

II

DWELLING COSTS, QUALITY AND SIZE. All dwellings constructed on any lot shall cost not less than \$50,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of quality workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure exclusive of open porches, and garages, shall not be less than 1200 square feet for a one story dwelling. Any structure more than one story shall have a minimum square footage of not less than 800 square feet on the main level exclusive of garages and open porches. All automotive shelters (garages) shall be able to hold no less than two vehicles and shall be attached to the house unless approved otherwise by the committee.

III

BUILDING LOCATION. No building shall be located on any lot nearer than 30 feet to the front lot line, nor nearer than 30 feet to any side street line. No building shall be located nearer than 10 feet to an interior side lot line or 22 feet from building to building on side yard. No dwelling shall be located on any interior lot nearer than 30 feet to the rear lot line or up to the easement line. For the purposes of this covenant, coves, steps, and open porches shall not be considered as part of a building, provided, however, that this shall not be constructed to permit any portion of a building of a lot to encroach upon another lot, or upon any recorded easements. On cul-de-sac lots, no house shall be constructed less than 30 feet from front lot line or at a point where total lot frontage is less than 80 feet. All County and City requirements prevail upon changes within the district.

## IX

EXTERIOR DESIGN CONTROL. All aluminum siding shall be no wider than six inches and must conform to basic earth tone colors. Said siding shall have backing beneath all exposed surfaces. Maximum retention of all natural foilage and the accentuation of such foilage with wood siding and brick are suggested.

## X

ARCHITECTURAL CONTROL. No building shall be erected, constructed, or altered on any of said lots 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 qualify 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 unless similarly approved. Approval shall be as provided in these protective covenants. The Architectural Control Committee shall retain a copy of the plans and specifications of a proposed structure until said structure has been completed so as to ascertain that the structure is in compliance with the approved plans and specifications. All plans to be submitted to the committee prior to issuance of building permits by Layton City.

## XI

ARCHITECTURAL CONTROL COMMITTEE MEMBERSHIP. The Architectural Control Committee is composed of John Leete, Wes Steinberg, and Marc D.M. Skirvin. 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 to this covenant. 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 three days after plans have been submitted to it, or in any event, if no suit to enjoin the construction has not 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.

## XII

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 five (5) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of five years unless an instrument signed by a majority of the then owners of the lots have been recorded, agreeing to change said covenants in whole or in part.

EASEMENTS. Easements for installation and maintenance of utilities, drainage facilities, and oil lines 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 water through drainage channels or in the direction of piping 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.

## IV

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 business oriented signs shall be displayed on any properties.

## V

TEMPORARY STRUCTURES. No trailer, basement, tent, shack, garage, or other outbuilding erected in, upon or about any of said residential lots hereinbefore described, or any part thereof, shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

## VI

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 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.

## VII

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 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.

## VIII

WATER SUPPLY. All dwellings will be served by a public culinary water system.

XIX.

SEVERABILITY. Invalidation of any one of these covenants by judgement or Court Order in no way effect any of the other provisions which shall remain in full force and effect.

DATED this 15th day of May 1978

TRI-OAKS, INC., a corporation

BY: *H. D. Haight*  
H. D. HAIGHT, SECRETARY-TREASURER

State of Utah,  
County of Davis

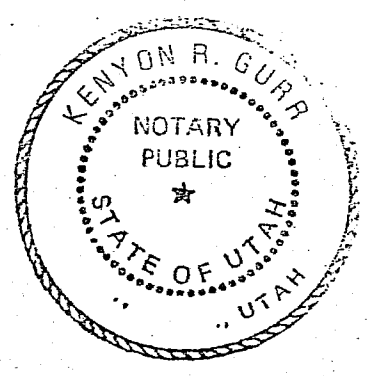
On the \_\_\_\_\_ day of \_\_\_\_\_, 1978  
personally appeared \_\_\_\_\_ the signer of the  
within instrument, who duly acknowledges to me that he executed  
the same.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires:  
\_\_\_\_\_

STATE OF UTAH §SS.  
COUNTY OF DAVIS §

On the 31st day of May, A.D. 1978, personally appeared before me H. D. HAIGHT, who being by me duly sworn, did say, that he is the Secretary-Treasurer of Tri-Oaks, Inc., the within named corporation, that he signed the within instrument for and on behalf of said corporation by authority of a resolution of its Board of Directors, and said H. D. Haight duly acknowledged to me that said corporation executed the same.



*Kenyon R. Gurr*  
NOTARY PUBLIC  
Residing at: Bountiful, Utah  
My Com. Expires: April 4, 1982