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DAVIS COUNTY RECORDER

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AGREEMENT FOR PROTECTIVE COVENANTS THE OAKS AT MUTTON HOLLOW, LAYTON, UTAH

EN PT AR AR  
A.P.R.U.D.

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS THE OAKS AT MUTTON HOLLOW HOMEOWNERS ASSOCIATION, INC., A Utah Corporation, Is The Owner & Possessor Of The Land Referred To In This Document Is Situated In The State Of Utah, County Of Davis And Is Described As Follows;

*lots 1 thru 38 Oaks @ Mutton Hollow*  
11-203 +

A Part Of The Southeast Quarter Of Section 23 And The Northeast Quarter Of Section 26, Township 4 North, Range 1 West, Salt Lake Base And Meridian, U.S. Survey, Beginning At The North Quarter Corner Of Said Section 26 And Running Thence North 0 Degree 35'30" East 347.50 Feet, Thence North 62 Degree 39'40" East 312.77 Feet, Thence South 24 Degree 32'20" East 111.22 Feet Thence South 14 Degree 19'25" West 490.72 Feet To The Section Line; Thence North 89 Degree 34'40" East 676.80 Feet, Thence North 82 Degree 37'40" East 239.46 Feet To The Southeast Corner Of Lot 14, Fernwood Hollow Subdivision No. 2, Thence Southerly Along The Arc Of A 262.78 Foot Radius Curvo To The Left 145.17 Feet (LC Bears South 23 Degree 11'55" East 143.33 Feet), Thence South 12 Degree 10'30" East 632.73 Feet, To The Center Line Of Mutton Hollow Road, Thence South 84 Degree 27'06" West 304.82; Thence Westerly Along The Arc Of A 596.11 Foot Radius Curve To The Left 237.55 Feet, (LC Bears South 74 Degree 27'15" West 236.34 Feet); Thence South 64 Degree 26' West 132.74 Feet, Thence North 24 Degree 12'50" West 617.51 Feet; Thence South 65 Degree 47'10" West 307.90 Feet, Thence North 12 Degree 17'50" West 436.46 Feet; Thence South 89 Degree 34'40" West 54.78 Feet Along The Section Line To The Point Of Beginning.

Property Address: 1193 East Mutton Hollow Road, Layton, Utah 84041

AND WHEREAS Said Owner Is Desirous Of Protecting The Above Described Property By Restrictive Covenants; NOW THEREFORE It Is The Desire Of Said Owner And Intent Therefore That The Said Property Shall Be Conveyed Hereafter Subject To The Restrictive Covenants Set Forth Below In Order To Enhance A More Uniform Development Of The Lots Therein, Maintain To The Extent Possible The Natural Environment In Which They Are Located, And To Maintain The Value Thereof.

1. LAND USE & BUILDING TYPE:

No Lots Can Be Used Except For Residential Purposes. No Buildings Can Or Shall Be Erected, Altered, Placed Or Permitted To Remain On Any Lots Other Than One Detached Single Family Dwelling With Private Garage For At Least Two Cars, The Plans For Which Shall Be Approved In Advance By The Officers Of The Corporation Of THE OAKS AT MUTTON HOLLOW HOMEOWNER ASSOCIATION, INC.

2. ARCHITECTURAL CONTROL:

No Building Or Structure Shall Be Erected Or Altered On Any Lot In The Above Described Real Property Until The Construction Plans And Specifications And A Plot Plan Showing The Location Of The Proposed Structure Have Been Approved By The Officers Of The Corporation As To Size, Height, Quality, Materials, Harmony Of Design Of The Proposed Structure To The Locale And As To The Location Of The Proposed Structure With Respect To Topography And Grade.

Buildings Shall Be Designed To Preserve The Natural Beauty Of The Area. Exterior Materials Of The Buildings Shall Consist Of: Eighty Percent (80%) Brick Or Stone Wood Shake Shingles, With Fire Retardant Underlayment, Shall Be Required On The Exterior Roofs Of All Structures. Aluminium Will Be Allowed For Soffit, Fascia & Gutters.

The Officers Of The Corporation Shall Have Final Control For Approval Of Color, Materials, Plans & Builder/Contractor.

3. OFFICERS OF THE CORPORATION:

The Officers Of THE OAKS AT MUTTON HOLLOW, INC. Are As Follows:  
President: L.E. THURGOOD  
Secretary: J.J. Walser

The By-Laws Of THE OAKS AT MUTTON HOLLOW, INC. Shall Govern The Operation Of Said Organization.

## 4. THE OAKS COMMITTEE PROCEDURE:

The Officers Of The Corporation Approval Or Disapproval As Required In These Covenants Shall Be In Writing.

Plans & Specifications, Including Exterior Color & Material Proposals, Shall Be Submitted To The Committee In Duplicate And One Approved Set Shall Be Returned To The Lot Owner. In The Event That The Officers Of The Corporation Fails To Approve Or Disapprove The Proposed Construction Or Action Within Thirty Days After Plans & Specifications Have Been Submitted To It, Approval Will Not Be Required & The Related Covenants Shall Be Deemed To Have Been Duly Complied With.

THE OAKS COMMITTEE Shall Be Substantially Governed By The Building & Zoning Ordinances Of Layton, Utah, Except Where Stricter Provisions Are Deemed To Be Appropriate To Maintain The Quality & Environment Of The Structure Built On The Property Above Described Or Where Specific Provisions Of These Covenants Are Applicable.

## 5. DWELLING QUALITY AND SIZE &amp; LOCATION ON LOT:

All Structures Constructed On The Property Described Herein Shall Be Of Good Quality Workmanship & Materials.

The Main Floor Area Of The Primary Structure Shall Not Be Less Than Sixteen Hundred (1600) Square Feet, Exclusive Of Open Porches & Garages Except As Provided For Hereafter.

A Two Story Home Shall Not Be Less Than Thirteen Hundred (1300) On The Main Floor And No Less Than One Thousand (1000) Square Feet On The Upper Level.

No Structure Shall Be Located On Any Lot Nearer To The Front Line Or Side Line Than The Minimum Building Setback Lines. In Any Event, No Building Shall Be Located On Any Lot Nearer Than Thirty (30) Feet To The Front Lot Line Or Nearer Than Twenty (20) Feet To Any Side Street Line, Eight (8) Feet To Any Dwelling, And No Dwelling Shall Be Located On Any Interior Lot Nearer Than Thirty (30) Feet To The Rear Lot Line.

Construction Must Commence No Later Than Two Years After The Closing On The Property. Exceptions Must Be Approved By THE OAKS COMMITTEE.

## 6. NUISANCES.

No Noxious Or Offensive Trade Or Activity Shall Be Conducted On Any Lot, Nor Shall Anything Be Done Thereon Which May Be Or Become An Annoyance Or Nuisance To The Neighborhood.

No Animals Or Fowls Shall Be Kept, Housed, Or Permitted To Be Kept Or Housed On Any Lot Or Lots In The Property Described Except As Allowed By The Applicable Ordinances Of Layton City. Any Such Animals Or Pets Shall Be Kept Under Control At All Times And Maintained And Controlled So As Not To Cause Or Threaten Damage To The Property Or The Peace And Quiet Of Other Residents.

All Recreational Vehicles & Cars Shall Be Parked Off The Street And Screened From View From The Street At The Set-Back Line Of The Residence.

Recreational Vehicles Shall Not Be Parked Overnight On The Street Nor In Driveways In Front Of The Residence Set-Back Line, But Shall Be Allowed To Remain Overnight On The Property Above Described Only If Housed In A Garage Or Screened From The Street Behind The Set Back-Line Of The Residence.

No Home Businesses May Be Conducted Out Of Any Residence In Subdivision.

No Sign Of Any Kind Shall Be Displayed To The Public View On Any Lot Except One Professional Sign Of Not More Than Five Square Feet Advertising The Property For Sale, Or Signs Used By A Builder To Advertise The Property During The Construction And Sales Period.

Failure To Comply With The Provisions Hereof Shall Constitute A Nuisance.

7. APPEARANCE, SANITATION, & FIRE HAZARD CONTROL:

No Lots Shall Have Accumulated Thereon Any Rubbish, Trash Or Unsightly Debris. Upon Failure Or Neglect Of Any Owner To Remove Such Materials From His Property Within 10 Days After Written Notice To Remove Has Been Mailed To Him By THE OAKS COMMITTEE, THE COMMITTEE May Cause The Same To Be Removed And The Individual Lot Owner Will Be Responsible For The Reasonable Expenses Of Such Removal.

Each Residence Shall Have Installed Surrounding It A Sprinkler System For Fire Protection Which May Also Be Used For Irrigation. Each Resident Shall Strictly Comply With All State Laws And City Ordinances Pertaining To Fire Hazard Control.

All Stacks And Chimneys From Fireplaces In Which Combustibles Other Than Natural Gas Are Burned Shall Be Fitted With Spark Arrestors.

Each Residence Shall Have And Maintain In Operable Condition At Least 100 Feet Of Garden Hose, Readily Accessible, Connected Or Immediately Adjacent To A Year Around Water Source.

8. FENCES AND SCREENS:

Fences Shall Be Allowed Only Behind The Set-Back Line Of Individual Residences. The Use Of Screen Fences Shall Be Allowed To A Limited Extent To Add Privacy To Patios And Provide Sight Screening For Recreational Vehicle Storage Spaces Behind The Set-Back Line On Individual Residences.

No Fence Or Screen Shall Be Erected So As To Constitute A Traffic Hazard, Particularly Near Driveways And Street Intersections.

9. FOLIAGE:

Only Such Foliage Shall Be Removed From Each Lot As Is Necessary For Clearing The Driveway, Excavation For The Foundation, And For Lawn & Patio Areas.

In General, The Lawn & Patio Area Shall Not Exceed In Area The Square Foot Area Of The Main Level Of The House Erected On The Lot. Deviations From This Standard Will Be Allowed By THE OAKS COMMITTEE Only For Good Cause Shown.

10. MAINTENANCE OBLIGATIONS:

THE OAKS AT MUTTON HOLLOW HOMEOWNERS ASSOCIATION Shall Maintain Or Provide For The Maintenance Of All The Common Area And All Improvements Thereon. Garbage Collection, Snow Removal From The Common Area, Maintenance Of Commonly Metered Utilities, And Any Other Maintenance Required As Determined By The Oaks Committee Shall Be The Responsibility Of THE OAKS AT MUTTON HOLLOW HOMEOWNERS ASSOCIATION. The Association Shall Further Maintain Reconstruct, Replace, And Refinish Any Paved Surface In The Common Area.

THE OAKS AT MUTTON HOLLOW, A P.R.U.D., Is A Private Community And Shall Not Become Public Until Such Time As Layton City Ordinances Are Amended.

11. AMENDMENTS:

Amendments May Be Made In Accordance With The By-Laws Of The Association.

12. TERMS:

The Covenants Are To Run With The Land And Shall Be Binding On All Parties And All Persons Claiming Under Them For The Period Of Twenty (20) Years From The Date These Covenants Are Recorded. They May Be Renewed Thereafter Pursuant To The Provisions Of Paragraph #10 Above.

13. ENFORCEMENT:

Enforcement Of The Provisions Contained Herein 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 Recover Damages.

In Addition To Remedies At Law Or In Equity, THE OAKS COMMITTEE May Abate Any Nuisance Or Correct Any Violations Hereunder And The Individual Lot Owner Shall Pay The Reasonable Expenses Incurred Therein, And No Liability Shall Attach To THE OAKS COMMITTEE Or Its Representatives In Acting Pursuant To The Provisions Of These Covenants And Enforcing The Terms Thereof, Including Abatement Of Nuisances.

14. INVALIDATION:

Invalidation Of Any One Of These Covenants Or Any Portion Thereof By Judgement Or Court Order Shall In No Way Affect Any Of The Other Provisions, The Same Shall Remain In Full Force And Effect.

DATED: 9-4-86

THE OAKS AT MUTTON HOLLOW HOMEOWNERS ASSOCIATION, INC.

BY: *Lorri Thurgood* LORRI THURGOOD, President

ATTESTED: *Judith J. Walser* JUDITH J. WALSER, Secretary

STATE OF UTAH:

COUNTY OF WEBER:

On The 4th Day Of Sept., 1986, personally appeared before me Lorri Thurgood and Judith J. Walser, The President and Secretary respectively of THE OAKS AT MUTTON HOLLOW HOMEOWNERS ASSOCIATION, INCORPORATED, a corporation of the State of Utah, who being by me duly sworn, did say that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and the said Lorri Thurgood acknowledged to me that the said corporation executed the same.

*Kris Maloney*  
NOTARY PUBLIC  
Residing at: Ogden, Utah  
My commission expires 5-19-1990

