

19
SECURITY TITLE CO.

Order No. D102471

176 thru 210 Windsor Meadows #10

WINDSOR MEADOWS PHASE #10

12-218-0176 thru 0210

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CAROL DEAN PAGE, DAVIS CNTY RECORDER
1995 SEP 7 10:47 AM FEE 47.00 DEP JS
REC'D FOR SECURITY TITLE COMPANY

THE PROTECTIVE COVENANTS OF WINDSOR MEADOWS PHASE 10, LAYTON CITY, DAVIS COUNTY, UTAH DATED THE 5TH DAY OF SEPT. 1995.

1. ALL LOTS IN THE TRACT SHALL BE KNOWN AND DESCRIBED AS RESIDENTIAL LOTS AND NO STRUCTURE SHALL BE ERECTED, ALTERED, PLACED OR PERMITTED TO REMAIN ON ANY RESIDENTIAL LOT OTHER THAN A DETACHED SINGLE FAMILY DWELLING NOT TO EXCEED TWO STORIES IN HEIGHT AND A MINIMUM OF A 2 CAR GARAGE.
2. NO BUILDING SHALL BE ERECTED, ALTERED OR PLACED 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 THE QUALITY OF WORKMANSHIP AND MATERIALS, HARMONY OF EXTERIOR DESIGN WITH EXISTING HOMES AND AS TO LOCATION WITH RESPECT TO TOPOGRAPHY AND FINISH ELEVATION.
3. ALL PLANS AND SPECIFICATIONS MUST BE APPROVED BY THE DEVELOPER PRIOR TO STARTING CONSTRUCTION. CONSTRUCTION ON ALL LOTS MUST COMMENCE WITHIN 180 DAYS OF THE DATE OF PLAN APPROVAL AND PROCEED IN AN ORDERLY AND EXPEDITIOUS MANNER. IN THE EVENT THAT CONSTRUCTION HAS NOT BEEN COMMENCED WITHIN 180 DAYS, WRITTEN APPROVAL MUST BE OBTAINED FROM THE DEVELOPER.
4. ALL DWELLINGS SHALL HAVE A MINIMUM OF AT LEAST 6' SIDE YARDS. EAVES, STEPS AND OPEN PORCHES SHALL NOT BE CONSIDERED AS PART OF THE BUILDING. A DETACHED GARAGE OR OTHER PERMITTED ACCESSORY BUILDING SHALL BE PLACED ACCORDING TO LAYTON CITY REQUIREMENTS.
5. NO DWELLING SHALL BE PERMITTED ON ANY LOT WITHOUT THE APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE. THE ARCHITECTURAL CONTROL COMMITTEE MEMBERS ARE BLAKE HAZEN, LYNN GLAUSER, VAUGHN COVINGTON AND ED GREEN. ALL PLANS MUST BE APPROVED BY TWO MEMBERS OF THIS COMMITTEE.
6. NO BUILDING SHALL BE ERECTED OR PLACED ON ANY LOT HAVING LESS THAN 100% BRICK ON THE FRONT OF THE BUILDING, EXCEPT OVERHANGS AND AREAS ABOVE ROOFS. WALLS FROM THE FRONT OF THE GARAGE LEADING TO THE FRONT DOOR MAY BE SIDING. ALL HOMES SHALL HAVE A 2X6 FACIA. ALL ROOFS SHALL HAVE A MINIMUM OF A 5/12 ROOF SLOPE EXCEPT WHERE WINDOW EGRESS WOULD BE AFFECTED.
7. NO NOXIOUS OR OFFENSIVE ACTIVITY SHALL BE CARRIED ON UPON ANY LOT, NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BE OR BECOME ANY ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.
8. SUCH EASEMENT AND RIGHTS OF WAY SHALL BE RESERVED TO THE UNDERSIGNED, ITS SUCCESSORS AND ASSIGNS, ON AND OVER SAID REAL PROPERTY FOR THE ERECTION, CONSTRUCTION AND MAINTENANCE AND OPERATION THEREIN OR THEREON OF DRAINAGE PIPES OR CONDUITS AND PIPES, CONDUITS, POLES, WIRES, AND OTHER MEANS OF CONVEYING TO AND FROM LOTS IN SAID TRACT, GAS, ELECTRICITY, POWER, WATER, TELEPHONE AND TELEGRAPH SERVICES, SEWAGE AND OTHER THINGS FOR CONVENIENCE TO THE OWNERS OF LOTS IN SAID TRACT, AS MAY BE SHOWN ON SAID MAP AND THE UNDERSIGNED,

ITS SUCCESSORS, AND ASSIGNS, SHALL HAVE THE RIGHT TO SO RESERVE ANY OR ALL OF THE LOTS SHOWN ON SAID MAP. NO STRUCTURES OF ANY KIND SHALL BE ERECTED OVER ANY OF SUCH EASEMENTS EXCEPT UPON WRITTEN PERMISSION OF THE OWNER OF THE EASEMENT, THEIR SUCCESSORS OR ASSIGNS.

9. NO LOT SHALL BE USED OR MAINTAINED AS DUMPING GROUND FOR RUBBISH. TRASH, GARBAGE OR OTHER WASTE SHALL BE KEPT IN SANITARY CONTAINERS. ALL INCINERATORS OR OTHER EQUIPMENT FOR THE STORAGE OR DISPOSAL OR SUCH MATERIAL SHALL BE KEPT IN A CLEAN AND SANITARY CONDITION. NO UNSIGHTLY MATERIALS OR OTHER OBJECTS ARE TO BE STORED ON ANY LOT IN VIEW OF THE GENERAL PUBLIC. PURCHASER OR CONTRACTOR OF LOT SHALL BE HELD RESPONSIBLE FOR DAMAGES CAUSED BY HIM OR HIS CONTRACTOR TO ANY LOTS IN THIS SUBDIVISION. INDIVIDUAL LOT OWNERS WILL BE HELD RESPONSIBLE TO CONTAIN CONSTRUCTION DEBRIS UPON THEIR PROPERTY.

10. NO OIL DRILLING, OIL DEVELOPMENT OPERATIONS, OIL REFINING, QUARRYING OR MINIMUM 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 STRUCTURES DESIGNED FOR USE IN BORING FOR OIL OR NATURAL GAS SHALL BE ERECTED, MAINTAINED OR PERMITTED UPON ANY LOT.

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 20 YEARS FROM THE DATE THESE COVENANTS ARE RECORDED, AFTER WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF 10 YEARS UNLESS NO INSTRUMENT SIGNED BY A MAJORITY OF THE THEN OWNERS OF THE LOTS HAS BEEN RECORDED CHANGING SAID COVENANTS IN WHOLE OR IN PART. ENFORCEMENT SHALL BE PROCEEDINGS AT LAW OR IN EQUITY AGAINST ANY PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY COVENANTS EITHER TO RESTRAIN HIM OR THEM FROM DOING SO, OR TO RECOVER DAMAGES THEREOF. INVALIDATION OF ANY ONE OF THESE COVENANTS BY JUDGEMENT OR COURT ORDER SHALL IN NO WISE AFFECT ANY OF THE OTHER PROVISIONS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

DATED THIS 5th DAY OF Sept 1995.

~~THE BRETHOOD COMPANY, INC.~~

By Blake N. Hazen
BLAKE N. HAZEN, PRESIDENT

LYNN GLAUSER dba
LYNN GLAUSER CONSTRUCTION CO.

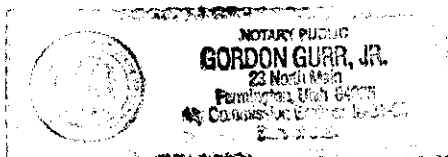
~~ED GREEN CONSTRUCTION COMPANY, INC.~~

By Edward D. Green
EDWARD D. GREEN, PRESIDENT

Vaughn T. Covington
VAUGHN T. COVINGTON dba
VAUGHN T. COVINGTON CONSTRUCTION CO.

STATE OF UTAH)
)ss.
County of Davis)

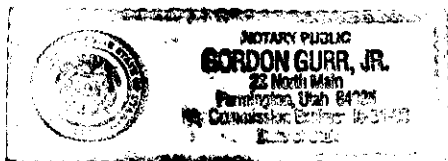
On the 5th day of September, A.D. 1995, personally appeared before me EDWARD D. GREEN, who being by me duly sworn did say that he is the president of ED GREEN CONSTRUCTION COMPANY, INC., and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said EDWARD D. GREEN duly acknowledged to me that said corporation executed the same and that a seal affixed is the seal of said corporation.



[Signature]
Notary Public.
Residing in Farmington, Utah
My comm. expires Oct. 31, 1996

STATE OF UTAH)
)ss.
County of Davis)

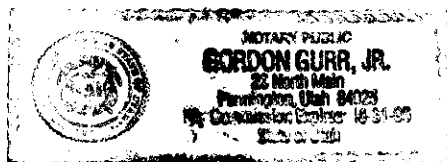
On the 5th day of September, A.D. 1995, personally appeared before me BLAKE N. HAZEN, who being by me duly sworn did say that he is the president of THE BRETWOOD COMPANY, INC., and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said BLAKE N. HAZEN duly acknowledged to me that said corporation executed the same and that a seal affixed is the seal of said corporation.



[Signature]
Notary Public.
Residing in Farmington, Utah
My comm. expires Oct. 31, 1996

STATE OF UTAH)
)ss.
County of Davis)

On the 5th day of September, A.D. 1995, personally appeared before me LYNN GLAUSER, d/b/a LYNN GLAUSER CONSTRUCTION CO. and VAUGHN T. COVINGTON, d/b/a VAUGHN T. COVINGTON CONSTRUCTION CO., two of the signers of the within instrument, who duly acknowledged to me that they executed the same.



[Signature]
Notary Public.
Residing in Farmington, Utah
My comm. expires Oct. 31, 1996