

WHEN RECORDED MAIL TO:  
Buxton, Inc.  
1435 West 3300 South  
Ogden, Utah 84403  
~~W-93-19030~~  
~~06-121-0005~~  
~~06-121-0008~~  
~~07-007-0009~~  
~~07-007-0008~~  
~~07-012-0002~~

E# 1255713 BK1487 PG2457  
DOUG CROFTS, WEBER COUNTY RECORDER  
03-NOV-93 1211 PM FEE \$44.00 DEP MH  
REC FOR: ASSOCIATED TITLE

PLATED  VERIFIED   
ENTERED  MICROFILMED

06-215-0001 to 0019 ✓  
07-429-0001 to 0003 ✓ RESTRICTIVE COVENANTS

SHADOW VALLEY ESTATE NO. 12 & 14

**PART A. PREAMBLE**

Declaration of Building and Use Restrictions for SHADOW VALLEY ESTATES NO 12 & 14, City of Ogden, County of Weber, State of Utah, dated June 26, 1993

WHEREAS, the undersigned, being the owners of the following described real property located in the City of Ogden, County of Weber, State of Utah, to wit:

Lots 171 to 189 inclusive, Shadow Valley Estates #12 and Lots 190, 191 & 192 Shadow Valley Estates #14, according to the 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 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**

- 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 two or more attached private garages; no carports are allowed. All construction to be of new materials, except that used brick may be used with prior written approval of the Architectural Control Committee.

No building shall be erected, altered or placed on any lot except by a licensed general contractor duly qualified and licensed by the appropriate governmental authorities. No construction shall commence 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 external design with existing homes and as to location with respect to topography and finish elevation.

2. Architectural Control. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and material 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 minimum building setback line unless similarly approved. Approval shall be as provided in Part C.
3. Plans and Specifications. All plans and specifications must be approved by the committee prior to starting construction. Two complete sets of plans shall be submitted to the committee before construction can commence. An approved set will be signed and returned to the contractor and one signed set will be retained in a permanent file by the owner/developer. Construction on all lots must commence within 18 months of the date of closing. In the event that construction has not been commenced within the 18 months, written approval must be obtained from the above mentioned committee. The committee is entitled to approve plans and specifications which are not in strict compliance with these covenants, if the committee determines such would be in the best interest of the subdivision.
4. Dwelling, Quality, and Size. No dwelling shall be permitted on any lot with the ground floor area of the main structure, exclusive of open porches and garages, of less than 1800 square feet for one story dwellings, nor less than 2400 square feet for a dwelling of more than one story. A split entry, bi-level, or split level dwelling must exceed 1800 square feet on two main levels as defined by the Architectural Control Committee. The construction materials for each home shall be of superior quality. No plan will be allowed to be built more than once in the subdivision without special approval of the Architectural Control Committee.

All dwellings shall include and maintain one exterior yard light equipped with a photoelectric cell to be operational during night-time hours.

No building shall be erected or placed on any lot having less than 70% brick or native stone with siding, or 30% minimum brick or native stone with the balance being stucco. Other exterior materials must be approved by the committee. Aluminum steel or vinyl siding shall not be used. Roofing materials shall be architect shingle or better.

5. Building Location.

- (a) No building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 20 feet to any side street line.
- (b) No dwelling shall be located nearer than 10 feet to any interior lot line, 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 minimum 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 within seven feet of 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 part of the building, provided, however, that this shall not be construed to permit any portion of any building on a lot to encroach upon another lot.

6. Lot Area and Width. No dwelling shall be erected or placed on any lot having a width of less than 80 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 12,000 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 front and side yard clearances are maintained.

7. Easement. 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, wire and other means of conveying to any 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 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.

8. Nuisances. 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. No clothes drying or storage of any articles which are unsightly on patios, unless in enclosed areas built and designed for such purposes. No automobiles, trailers, boats, or other vehicles are to be stored on streets of front and side lots unless they are in running condition, property licensed, and are being regularly used. Automobiles must be moved every 24 hours. All RV storage to be to side or rear of homes beyond the front set-back lines. All roof mounted heating and cooling equipment to be set back to the back side of the roof out of view from the street. All TV antennas are to be placed in the attic out of view. Satellite dishes, etc., to be hidden from view from the street.
9. Temporary Structures. No structure of a temporary character; trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. No mobile homes are permitted.
10. Signs. No sign 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 builder to advertise the property during the construction and sales period.
11. Animals. No animals of any kind shall be raised by or kept on any lot, except that dog, 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 a leash under handler's control.
12. Garbage and Refuse Disposal. 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 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, 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. Purchaser or contractor of lot shall be held responsible for damages caused by him or his contractor to any lots in the subdivision.
13. Sight Distance at Intersection. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 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 25 feet 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.

14. 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 wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lots.
15. Landscaping. Within one year of occupancy of any home built on a lot in said subdivision, the front and side yards shall be planted in lawn or other acceptable landscaping so as not to be an eyesore. "Acceptable Landscaping" and Lawn" shall be interpreted by the majority of the then existing home owners in the subdivision.
16. 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. 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 responsibility.

#### 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. The Architectural Control Committee shall be composed of three persons appointed by the Developer.
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 30 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.

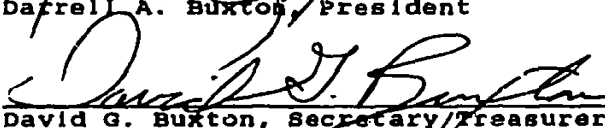
PART D. GENERAL PROVISIONS

1. 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 forty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
2. 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.
3. Severability. Invalidation of any one of these covenants by judgment or court shall in no way affect any of the other provisions, which shall remain in full force and effect.

DATED, this 26th day of JUNE, 1993

BUXTON, INC.:


  
 Darrell A. Buxton, President

  
 David G. Buxton, Secretary/Treasurer

STATE OF UTAH )  
                  :SS  
COUNTY OF WEBER)

On this 26th day of June, 1993, personally appeared before me, Darrell A. Buxton, the President of Buxton, Inc. and David G. Buxton, the Secretary/Treasurer of Buxton, Inc., the signers of the foregoing instrument, who duly executed the same.



  
Notary Public

DATED, this 1st day of November, 1993

Dixie Lee Jackson  
Dixie Lee Jackson

Jon S. Way  
Jon S. Way

R. Mitchell Goddard  
R. Mitchell Goddard

Teri R. Way  
Teri R. Way

STATE OF UTAH )  
                  : ss  
COUNTY OF WEBER)

On this 1st day of November, 1993, personally appeared before me, Dixie Lee Jackson and Jon S. Way and Teri R. Way and R. Mitchell Goddard the signers of the foregoing instrument, who duly executed the same.

My Commission Expires: 1/28/96  
Residing at: Roy, Utah

Barbara Vanderhoop  
Notary Public

