

11-419-0201-0229

ANGEL CROSSING ESTATES SUBDIVISION
PHASE 2
RESTRICTIVE COVENANTS

E 1426327 B 2331 P 1102
JAMES ASHAUER, DAVIS CNTY RECORDER
1998 JUL 27 4:10 PM FEE 36.00 DEP MEC
REC'D FOR FIRST AMERICAN TITLE CO OF UTA

THE PROTECTIVE COVENANTS OF ANGEL CROSSING ESTATES SUBDIVISION PHASE 2.
LAYTON CITY, DAVIS COUNTY, UTAH DATED THE 17 OF March 1998.

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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 REAMIN ON ANY RESIDENTAIL LOT OTHER THAN A DETACHED SINGLE FAMILY DWELLING NOT TO EXCEED TWO STORIES IN HEIGHT AND A MINIMUM OF 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 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. CONTRUCTION 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 LEASE 8' 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 WITH THE GROUND FLOOR AREA OF THE MAIN STRUCTURE, EXCLUSIVE OF OPEN PORCHES AND GARAGES, OF LESS THAN 1,250 SQUARE FEET FOR ONE STORY DWELLING, NOR LESS THAN 1500 SQUARE FEET FOR A DWELLING OF MORE THAN ONE STORY. A SPLIT LEVEL ENTRY OR BI-LEVEL DWELLING WITH GARAGE UNDER MUST EXCEED 1,250 SQUARE FEET ON THE TWO MAIN LEVELS AS DETERMINED BY THE ARCHITECTURAL CONTROL COMMITTEE. THE CONSTRUCTION MATERIALS FOR EACH HOME SHALL BE OF A QUALITY EQUAL TO OR SUPERIOR TO FHA OR VA REQUIREMENTS. CONCRETE TILT-UP WALLS, STEEL BUILDINGS, LOG HOMES AND OTHER NON-CONVENTIONAL TYPE SYSTEMS WILL NOT BE ALLOWED, UNLESS SUCH STRUCTURE CAN BE DEEMED IN HARMONY WITH ADJACENT HOMES BY THE ARCHITECTURAL CONTROL COMMITTEE.

6. NO BUILDING SHALL BE ERECTED OR PLACED ON ANY LOT HAVING LESS THAN 50% BRICK OR ROCK AND 50% STUCCO ON THE FRONT OF THE BUILDING, WITHOUT THE PRIOR APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE. ALL HOMES SHALL HAVE A 2X6 FACIA. ALL ROOFS SHALL HAVE A MINIMUM OF A 5/12 ROOF SLOPE EXCEPT WHERE WINDOWS EGRESS WOULD BE AFFECTED.

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7. NO NOXIOUS OR OFFENSIVE ACTIVITY SHALL BE CARRIED ON UPON ANY LOT, NOR SHALL ANYTHING BE DONE THERON WHICH MAY BE OR MAY BECOME AN 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 THERIN 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 OF 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.
11. NO ROOF TOP ANTENNAS FOR TELEVISION, HAM RADIO, CITIZEN BAND, OR SIMILAR ELECTRONICS RECEIVING OR SENDING DEVICE SHALL BE PERMITTED. SUCH DEVICES WILL NOT BE PERMITTED ON ANY LOT WITHIN VIEW FROM ANY OTHER LOT UNLESS APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE. IN NO CASE WILL ANY SENDING OR RECEIVING DEVICE BE ALLOWED TO INTERFERE WITH THE PEACE AND QUIET OF ANY NEIGHBORING LOT OWNERS PREMISES OR HOME ENTERTAINMENT FACILITIES OR EQUIPMENT.
12. THE ARCHITECTURAL CONTROL COMMITTEE SHALL CONSIST OF TWO MEMBERS SELECTED BY THE DEVELOPER.

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THE FOLLOWING SHALL PERTAIN TO ANGEL CROSSING ESTATES PHASE II LOT NUMBERS 214,215,216,AND 217.

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PIPELINE RIGHT-OF-WAY. CERTAIN LOTS AND AREAS WITHIN THE SUBDIVISION ARE CROSSED BY A 16.5 FOOT WIDE RIGHT-OF-WAY AND EASEMENT OWNED BY THE CHEVRON PIPELINE COMPANY ("CPL") WHICH HAS TWO HIGH PRESSURE PIPELINES CONTAINING PETROLEUM PRODUCTS. THE SPECIFIC LOCATION OF THE PIPELINE RIGHT-OF-WAY IS SHOWN ON THE RECORDED PLAT OF THE SUBDIVISION. IN ORDER TO ENSURE THE SAFETY OF RESIDENTS OF THE SUBDIVISION, THE CONTINUED SAFE AND UNINTERRUPTED OPERATION OF THE PIPELINE, AND TO ALLOW CPL THE RIGHT TO EXERCISE ITS RIGHTS UNDER THE RIGHT-OF-WAY WITH MINIMUM INTERFERENCE OR PROBLEM, OWNERS OF LOTS THAT ARE ADJACENT TO OR CROSSED BY THE OUTER BOUNDARY OF THE PIPELINE RIGHT-OF-WAY SHALL COMPLY WITH THE FOLLOWING REQUIREMENTS:

- (A) NO BUILDING, BUILDING OVERHANG, FOUNDATION, OR OTHER STRUCTURE OR PHYSICAL IMPROVEMENT OF ANY TYPE WHICH, IN CPL'S OPINION, UNREASONABLY EMPEDES OR HAMPERS CPL'S ACCESS TO THE PIPELINE MAY BE LOCATED OR CONSTRUCTED AT ANY TIME WITHIN THE PIPELINE RIGHT-OF-WAY;
- (B) THE CONSTRUCTION OF ANY STRUCTURE OR IMPROVEMENT ON ANY LOT OR COMMON AREA BURDENED BY A RIGHT-OF-WAY SHALL BE DILIGENTLY PROSECUTED BY THE OWNER WITH DUE CARE AND IN ACCORDANCE WITH SOUND DESIGN, ENGINEERING AND CONSTRUCTION PRACTICES, AND IN A MANNER WHICH WILL NOT UNREASONABLY INTERFERE WITH CPL'S RIGHTS IN THE RIGHT-OF-WAY;
- (C) NO BURIED UTILITY LINES SHALL BE INSTALLED ACROSS THE PIPELINE RIGHT-OF-WAY AND NO ASPHALT, CONCRETE, OR OTHER HARD SURFACE, DRIVEWAY, OR ROAD, OR ANY OTHER MAJOR MODIFICATION OF THE SURFACE OF THE PIPELINE RIGHT-OF-WAY SHALL BE CONSTRUCTED WITHOUT PRIOR NOTICE TO AND CONSULTATION WITH CPL;
- (D) LANDSCAPING ON THE PIPELINE RIGHT-OF-WAY SHALL BE LIMITED TO GRASS, SOD, AND SHRUBBERY HAVING ROOT LENGTHS EXTENDING LESS THAN TWELVE(12) INCHES BENEATH THE SURFACE AT ALL TIMES;
- (E) CPL SHALL HAVE THE RIGHT TO MARK THE LOCATION OF ITS PIPELINE AT ANY TIME FOR ANY REASON WITH MARKERS PRESENTLY OR ROUTINELY USED BY CPL IN RESIDENTIAL AREA;
- (F) NO EXCAVATION, DIGGING, GRADING, OR USE OF HEAVY MACHINERY MAY TAKE PLACE ON CPL'S RIGHT-OF-WAY WITHOUT ADEQUATE PRIOR NOTICE TO CPL, AND AT A MINIMUM WITHOUT PRIOR NOTICE IN ACCORDANCE WITH PROVISION OF SECTION 54-8A, UTAH CODE UNANNOTATED AND OTHER APPLICABLE PROVISIONS OF UTAH LAW, AS THE SAME MAY BE AMENDED;
- (G) CPL SHALL HAVE THE RIGHT REASONABLY TO ACCESS ITS RIGHT-OF-WAY ACROSS LOTS SUBJECT TO THE RIGHT-OF-WAY, AND OWNERS SHALL NOT RESTRICT CPL'S

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ACCESS TO THE PIPELINE RIGHT-OF-WAY, AND ANY FENCES CROSSING THE PIPELINE RIGHT-OF-WAY SHALL CONTAIN GATES SUFFICIENTLY WIDE TO ALLOW CPL VEHICLES AND EQUIPMENT TO MOVE ALONG THE RIGHT-OF-WAY. FENCES INSTALLED PARALLEL TO THE PIPELINES SHALL NOT BE CLOSER THE 8.25 FEET TO THE CENTERLINE OF THE EASTERLY PIPELINE. OWNERS SHALL TAKE PROPER CARE WHEN DIGGING POST HOLES NEAR THE PIPELINES BY HAND EXCAVATING WITHIN THE EASEMENT BOUNDARIES;

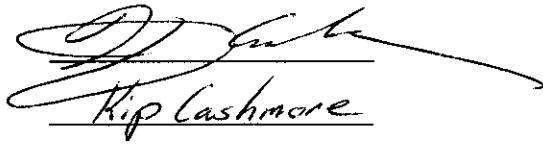
- (H) OWNERS SHALL NOT REMOVE OR DISTURB SIGNS OR MARKERS INSTALLED BY CPL TO MARK THE LOCATION OF THE PIPELINE RIGHT-OF-WAY WITHOUT THE EXPRESS WRITTEN CONSENT OF CPL;AND
- (I) THE OWNER WILL AT ALL TIMES GIVE DUE REGARD TO THE NEED FOR THE CONTINUED SAFE AND UNINTERRUPTED OPERATION OF CPL'S PIPELINES THEREON, AND WILL INDEMNIFY AND HOLD CPL HARMLESS FROM ALL LOSS, COST AND EXPENSE, INCLUDING ATTORNEY FEES, ARISING FROM THE FAILURE TO ABIDE BY THE TERMS OF THE CONENANT AND RESTRICTION.

AS AN ADDITIONAL PRECAUTION TO THE FOREGOING AND IN FURTHERANCE OF ENSURING THE SAFETY OF THE RESIDENTS OF THE SUBDIVISION AND THE CONTINUED SAFE AND UNINTERRUPTED OPERATION OF THE PIPELINE SYSTEM, OWNERS OF ANY LOT WITHIN TEN (10) FEET OF THE OUTER BOUNDARY OF THE EXISTING PIPELINE RIGHT-OF-WAY, ARE RECOMMENDED TO CONTACT CPL AND REQUEST COMMENTS AND SUGGESTIONS PRIOR TO THE CONSTRUCTION OR ERECTION OF ANY BUILDING, FOUNDATION, STRUCTRUE, PHYSICAL IMPROVEMENT OR LANDSCAPING, WITHIN TEN (10) FEET OF THE BOUNDARY OF THE PIPELINE RIGHT-OF-WAY, AND TO SUBMIT PLANS AND SPECIFICATIONS SHOWING THE PROPERTY STRUCTURE OR IMPROVEMENT IN ADVANCE FOR COMMENT BY CPL.

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. VIOLATION OF ANY ONE OF THESE COVENANTS BY JUDGEMENT OR COURT ORDER SHALL IN NO WAY AFFECT ANY OF THE OTHER PROVISIONS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

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DATED THIS 17 DAY OF March 1998.


Kip Cashmore

STATE OF UTAH)

COUNTY OF DAVIS)

ON THIS 17 DAY OF March, 1998. Kip Cashmore PERSONALLY APPEARED
BEFORE ME, Jody K. Taylor A NOTARY PUBLIC, PERSONALLY KNOWN TO ME TO BE THE
PERSONS WHOSE NAMES ARE SUBSCRIBED TO ON THIS INSTRUMENT, AND ACKNOWLEDGED THAT THEY
EXECUTED THE SAME.


NOTARY PUBLIC

MY COMMISSION EXPIRES 11-24-2001

