

14-383-0001 thru 0017

115936-2DL 1 thru 17, Stoddard Legacy I

Protective Covenants for Stoddard Legacy Phase #1 Lots #1-#17

THE PROTECTIVE COVENANTS OF STODDARD LEGACY PHASE #1 LOTS #1-#17 INCLUSIVE

WEST POINT CITY

DAVIS COUNTY

UTAH


DATED JULY 30, 2004

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RICHARD T. MAUGHAN, DAVIS CNTY RECORDER
2004 AUG 3 3:26 PM FEE 28.00 DEP MEC
REC'D FOR BONNEVILLE TITLE COMPANY, INC

1. All lots in the tract shall be know and described as residential lots for a detached single family dwelling not to exceed two stories in height and a private 2 or more 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 external design with existing homes as to the location with respect to topography and finish elevation. Lot owner or builder is solely responsible to assure proper final grade grading and drainage of each lot.
3. The Architectural Committee, initially is composed of Craythorne Const. Co. Inc. A majority of the committee may designate a representative to act for the committee. The members shall have full authority to designate their successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant, other than a plan check fee. A two-thirds majority of the then recorded owners shall have the power to change the membership of the committee.
4. All plans and specifications must be approved by the committee prior to starting construction. One complete set of plans must be submitted to the committee.
5. All dwelling setback and side yards must comply with West Point Cities ordnances.
6. No dwelling shall be permitted on any lot with the ground floor area of the main structure, exclusive of the open porches and garages, of less than 1,600 square feet for one story dwelling, nor less than 2,000 square feet for a dwelling of more than one story. On multiple level dwellings, a total of 2,000 square feet must be finished on levels with window sills above grade.
7. All dwellings will have combinations of brick, stone or stucco on front, with the minimum of 50% brick or stone. Sides of the dwelling will have a combination of brick, stone or stucco, with no less than 36" from foundation of either brick or stucco.
8. No modular or move-on dwellings will be accepted on any lot. All dwellings shall have a minimum roof pitch of 7/12.
9. No obnoxious 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 automobiles, trailers, boats, or other vehicles are to be stored on streets or front and side of lots unless they are in running

- condition, properly licensed, and are being regularly used. Automobiles must be moved every 24 hours. All RV storage to side or rear of homes.
10. No structure of temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently.
 11. No lot shall be used or maintained as dumping ground for rubbish, trash, garbage or other waste shall be kept in sanitary containers.
 12. All fencing must be vinyl material. Lots #11-17 have the choice between a six foot totally privacy fence, or a three rail ranch style fence, and must be completed within 6 months of closing if weather permits.
 13. Within one year of occupancy of any home built on a lot in said subdivision, the front and side yards must be planted in lawn or other acceptable landscaping so that not to be an eyesore.
 14. These covenants are to run with the land and shall be binding on all parties wand all persons claiming under them for a period of 20 years from the time of recording of these covenants. After which time said covenants shall be automatically extended for successive periods of 10 years unless the instrument signed be a majority of the then owners of the lots has been recorded changing said covenants in whole or in part. Enforcement shall be by persons violating or attempting to violate any covenants either to restrain invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect. Enforcement shall be by homeowners who have purchased lots in said subdivision and built a home on them. The developer and/or architectural committee accept no responsibility for enforcement and shall have no liability for person violating these covenants. The successful party to any litigation based upon or resulting from these covenants shall be entitled to reasonable attorney's fees and costs for the enforcement of these covenants.



Richard D. Craythorne, President – Craythorne Construction Co. Inc.
Sate of Utah

County of Davis SS:

On the 2 day of August, 2004 personally appeared before me, Richard D. Craythorne, who being by me duly sworn, did say, for himself, that he Richard D. Craythorne is the President of Craythorne Construction Co. 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

Richard D. Craythorne

duly acknowledge to me that said corporation executed the same and that the seal applied is the seal of the said corporation.

Notary Public Carole L. Hoppe My commission expires 5-8-08.

