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Date JUN 26 1973 at 10:31 A.M. MARGUERITE S. BOURNE Recorder Davis County  
By Grace Van Sweden Deputy Book 519 Page 290

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PROTECTIVE COVENANTS

*Parkwest Est. #1*

For

Parkwest Estates, Layton, Utah

1 May, 1973

A. Preamble

In order to assure a sound development of Parkwest Estates and to establish and protect a good character for the neighborhood of Parkwest Estates throughout both the development phase and the ensuing lifetime thereof, the following protective covenants will apply to all phases for the development of the Parkwest Estates subdivision.

The first phase of construction of Parkwest Estates will consist of single family detached dwellings on a part of the West one-half of Section 18, T4N, R 1 W, SLBM U.S. Survey: Beginning at a point which is 50° 03' 50" E 587.00 ft. along the one-quarter section line from the center of said section 18; Running thence 50° 03' 50" E 818.01 ft. to the North Right-of-way line of the Oregon Short Line Railroad Right-of-Way, thence N 49° 30' W 1100.0 ft, thence N 40° 30' E 135.00 ft., thence N 26° 40' 47" E 61.79 ft., thence N 40° 30' E 103.85 ft., thence N 47° 20' W 589.89 ft., thence N 18° 14' W 151.57 ft., thence North 146.19 ft., thence N 18° 24' 21" E 63.34 ft., thence North 199.90 ft., thence N 22° 37' 12" E 65.00 ft., thence North 106.31 ft., to the South line of Vae View Subdivision No. 1, thence S 89° 38' 10" E 511.50 ft., along said South line, thence South 385.37 ft., thence West 266.50 ft., thence South 175.00 ft., thence S 45° 00' E 613.55 ft., thence South 252.00 ft., thence East 410.00 ft., to the point of beginning.

- Indexed
- Abstracted
- In-Text
- Entered
- Compared
- Corrected
- Canceled

*Handwritten notes and signatures at the bottom of the page.*

The second phase of construction of Parkwest Estates will consist of single family detached dwellings on a part of the West one-half Section 18, T 4 N, R 1 W, SLBM U.S. Survey: Beginning at a point on the East Right-of-Way fence of the Oregon Short Line Railroad, said point being South  $0^{\circ}03'50''$  East 1405.01 feet along the quarter section line and North  $49^{\circ}30'$  West 1100.00 feet from the center of said Section 18, running thence two courses along said Right-of-Way North  $49^{\circ}30'$  West 536.4 feet, Northwesterly along a 5679.6 foot radius curve to the right 1383.6 feet, thence South  $89^{\circ}38'10''$  East 1083.99 feet, thence South 106.31 feet, thence South  $22^{\circ}37'12''$  West 65.00 feet, thence South 199.90 feet, thence South  $18^{\circ}24'21''$  West 63.34 feet, thence South 146.19 feet, thence South  $18^{\circ}14'$  East 151.57 feet, thence South  $47^{\circ}20'$  East 589.89 feet, thence South  $40^{\circ}30'$  West 103.85 feet, thence South  $26^{\circ}40'47''$  West 61.79 feet, thence South  $40^{\circ}30'$  West 135.00 feet to the point of beginning.

The principals for the development of Parkwest Estates are:

1. Developer, Parkwest Estates Development, Ltd., a limited partnership organized under the laws of the State of Utah, 3480 Washington Boulevard, Ogden, Utah, 84403. President, Paul M. Hansen, 3480 Washington Boulevard, Suite 115, Ogden, Utah, 84403.
2. Contractor, Security Construction Corporation, 3480 Washington Boulevard, Suite 115, Ogden, Utah, 84403. President, James W. McGaughey, 3480 Washington Boulevard, Suite 115, Ogden, Utah, 84403.
3. Design Architect and Supervisory Architect, Security Construction Corporation, 3480 Washington Boulevard, Suite 115,

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Ogden, Utah, 84403. President, James W. McGaughey, 3480 Washington Boulevard, Suite 115, Ogden, Utah, 84403.

4. Civil Engineer and Land Surveyors, Great Basin Engineering and Surveying, Inc., 3505 Grant Avenue, Ogden, Utah, 84403. President, Jay R. Anderson, 3505 Grant Avenue, Ogden, Utah, 84403.

B. AREA OF APPLICATION

1. The residential area Protective Covenants in Part C below, in their entirety, shall apply to the Parkwest Estates Subdivision as legally described in the Preamble hereto.

C. RESIDENTIAL AREA COVENANTS.

1. 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 a private garage for not more than three cars.

2. ARCHITECTURAL CONTROL. No building shall be erected, placed, or altered 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 structures, and as to location with respect to topography and finish grade elevations. No fence or wall shall be erected, placed or altered on any lot nearer to the street than the minimum building setback line unless similarly approved.

Approval shall be as provided in part D.

3. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$11,975.00 based on cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than 998 square feet.

4. BUILDING LOCATION.

a. No building shall be located on any lot nearer than thirty (30) feet to the front lot line, or nearer than thirty (30) feet to any side street line.

b. No building shall be located nearer than eight (8) feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located fifty (50) feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than thirty five (35) feet to the rear lot line.

c. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot, to encroach upon another lot.

5. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than forty-six feet six inches (46'6") at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 8,000 square feet.

6. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five (5) feet of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

7. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

8. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out building shall be used on any lot at any time as a residence either temporarily or permanently.

9. 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.

10. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying or mining operation 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 structure designed for use in



boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

11. LIVESTOCK AND POULTRY. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

12. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. There shall be no incinerators or other such type of equipment used for the burning, storage, or disposal of such material.

13. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, ridge or shrub planting which obstructs sight lines at elevations between two (2) and six (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 twenty-five (25) feet from the intersection of the street lines, or in case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstructions of such sight lines.

D. ARCHITECTURAL CONTROL COMMITTEE

1. MEMBERSHIP. The Architectural Control Committee is composed of:

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- a. Paul M. Hansen, President of Parkwest Estates Development, Ltd., 3480 Washington Boulevard, Suite 115, Ogden, Utah, 84403.
- b. James W. McGaughey, President, Security Construction Corporation, 3480 Washington Boulevard, Suite 115, Ogden, Utah, 84403.
- c. Chesley G. Peterson, Director, Parkwest Estates Development, Ltd., 3480 Washington Boulevard, Suite 115, Ogden, Utah, 84403.

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 shall have full authority to designate 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. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or restore to it any powers and duties.

1. 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 thirty (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.

E. 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 (40) years from the date these Covenants are recorded, after which time said Covenants shall be automatically extended for successive periods of ten (10) 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 proceeding 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 order shall in nowise affect any of the other provisions which shall remain in full force and effect.

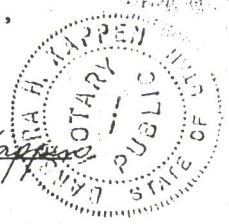
*Paul M. Hansen*  
Paul M. Hansen

STATE OF UTAH )  
: SS.  
COUNTY OF WEBER )

I, the undersigned, a Notary Public, hereby certify that PAUL M. HANSEN, personally appeared before me this *1st* day of *May*, 1973 A.D., and being duly sworn by me did declare that he is the person who signed the foregoing document as President of Parkwest Estates Development, Ltd., and that the statements therein contained are true.

Residing at Ogden, Utah.  
My Commission Expires:  
*Jan. 15, 1975*

*Barbara H. Kappan*  
Notary Public



*James W. McGaughey*  
James W. McGaughey

*Chesley G. Peterson*  
Chesley G. Peterson