

DECLARATION OF PROTECTIVE COVENANTS,
AGREEMENTS, RESTRICTIONS, AND CONDITIONS AFFECTING
INTEREST ON MUTTON HOLLOW PHASE 2

917944 BK 1396 PG 39
CAROL DEAN PAGE, DAVIS CNTY RECORDER
1991 FEB 14 11:43 AM FEE 23.50 DEP MB
REC'D FOR SECURITY TITLE COMPANY

PART A. PREAMBLE

KNOW ALL MEN BY THESE PRESENTS,

THAT, WHEREAS, the undersigned, being the owners of the following described real property located in the City of Layton, Davis County, Idaho:

lots 28, 29, 30, in course, known as Mutton Hollow Phase 2, according to the plat recorded in the office of the County Recorder of said County, do hereby declare the nature of the use and enjoyment of all lots in said subdivision, and do declare that all conveyances of said lots shall be subject to the following conditions, to wit:

SECTION 1. RESTRICTIONS ON CONVEYANCES

1. Land on the following types of lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to be placed on any lot other than the one detached single family dwelling not over two stories in height and at no time to have an attached garage and for not more than three vehicles. All exterior walls shall be of masonry materials. Exterior veneer may be all brick, or combinations of brick, stone, or brick-wood combinations, but no wood shall be used on the ground. Used brick may be used with prior approval of the Architectural Control Committee.

2. Architectural Control. No dwelling 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 quality of workmanship and exterior harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No building shall be erected, placed, or altered on any lot nearer to any street than the front building setback line unless similarly approved. Approval shall be as provided in Part C.

3. Building Size. No building shall be permitted on any lot with the ground floor area of the main structure, exclusive of open porches and garages, of less than 1600 square feet for one story dwellings, combiners, and bi-levels, nor less than 1200 square feet ground floor area with a total of not less than 2200 square feet for a two story dwelling. The construction materials for each home shall be of a quality equal to or superior to FHA or VA requirements.

4. Building Location.

(a) No building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 20 feet to any side street line.

4. No dwelling shall be located nearer than 9 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 front building setback line. No dwelling shall be located on any rear lot nearer than 30 feet to the rear lot line. Detached garages or other permitted accessory buildings may be located nearer than 30 feet from the rear lot line, so long as such buildings do not encroach upon any easements.

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

6. Easement. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 10 feet of each lot. Within these easements, no structures, 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 the drainage channel in the easement, or which may obstruct or retard the flow of water through the 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. No nuisance. No offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become a nuisance or annoyance to the neighborhood. No clothes drying or other signs of habitation shall be unsightly in the opinion of the Architectural Board of the City. No automobiles, trailers, boats, or other vehicles shall be placed on streets or front or side lots unless they are being used for a properly licensed and are being regularly used.

8. Temporary structures. No structure of a temporary character, trailer, basement, porch, deck, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. Mobile homes permitted.

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. 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 and are restricted to the owner's premise or on a leash under handler's control.

11. 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. All 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, weeds, 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.

11. Sight Distance at Intersection. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevation between 2 and 6 feet above the roadway 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 lines, or in case of a projected property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply to 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 obstruction of such sight lines.

12. 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 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.

13. Landscaping. Trees, lawns, shrubs, or other plantings provided by the developer shall be properly nurtured and maintained or replaced at the property owner's expense upon request of the Architectural Control Committee.

14. 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 on 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 responsible.

PART C. ARCHITECTURAL CONTROL COMMITTEE

1. Membership. 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. 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 of its powers and duties. The Architectural Control Committee is composed of L. Dale Green, Dec R. Staples, Edward D. Green, and Blake N. Hazen.

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 related covenants shall be deemed to have been fully complied with. A copy of the plans signed by both parties will be held by the committee and one copy will be held by the builder on the site at all times.

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 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 remove damages.

3. Severability. Invalidity 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.

4. Amendment. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them unless an instrument signed by seventy-five percent of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

THIS DECLARATION is made this 1st day of February, A.D. 1991.

By: *Terry S. Stephens*
Terry S. Stephens
By: *John E. Whetman*
John E. Whetman
By: *Tim A. Stephens*
Tim A. Stephens

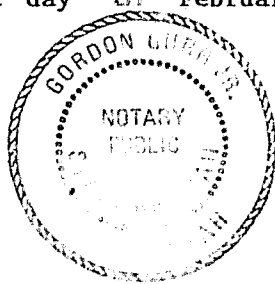
By: *Dee R. Staples*
Dee R. Staples
By: *Edward D. Green*
Edward D. Green
By: *J. Dale Green*
J. Dale Green
By: *Blake N. Hazen*
Blake N. Hazen

STATE OF UTAH)
COUNTY OF DAVIS

#: 917944 BK 1396 PG 43

On the 1st day of February, 1991, personally appeared before me Dee R. Stephens, Edward D. Green, L. Dale Green, Blake N. Hazen, Tia S. Stephens, Terri L. Stephens, and John D. Whetman, the signers of the within instrument, who do, acknowledged to me that they executed the same for and in behalf of Darcost Co. Mutton Hollow Phase 2, a Davis County Subdivision.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 1st day of February, 1991.



Notary Public

Residing in Kaysville, Utah
My Commission Expires: 10/31/92