

New Well  
PO Box 1231  
Layton UT 84040  
10-154 0001-bru 0080

lots 1 to 20

FALCON RIDGE SUBDIVISION PHASE 1

THE PROTECTIVE COVENANTS OF FALCON RIDGE SUBDIVISION PHASE 1  
LAYTON CITY, DAVIS COUNTY, UTAH, DATED 11 MAY 1993.

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 REMAIN ON ANY RESIDENTIAL LOT OTHER THAN A DETACHED SINGLE FAMILY DWELLING NOT TO EXCEED TWO STORIES IN HEIGHT AND A MINIMUM OF A 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 STRUCTURAL HAVE BEEN APPROVED BY THE DEVELOPER 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.

3. ALL PLANS AND SPECIFICATIONS MUST BE APPROVED BY THE DEVELOPER PRIOR TO STARTING CONSTRUCTION. CONSTRUCTION ON ALL LOTS MUST COMMENCE WITHIN 120 DAYS OF THE DATE OF PLAN APPROVAL AND PROCEED IN ANY ORDERLY EXPEDITIOUS MANNER. IN THE EVENT THAT CONSTRUCTION HAS NOT BEEN COMMENCED WITHIN 120 DAYS, WRITTEN APPROVAL MUST BE OBTAINED FROM THE DEVELOPER

4. ALL DWELLINGS SHALL HAVE A MINIMUM OF AT LEAST 8' SIDE YARDS. FOR THE PURPOSE OF THIS COVENANTS, EAVES, STEPS AND OPEN PORCHES SHALL NOT BE CONSIDERED AS PART OF THE BUILDING. A DETACHED GARAGE OR OTHER PERMITTED ACCESSORY BUILDING LOCATED 40 FEET OR MORE FROM THE SET BACK LINE, MAY BE LOCATED AND SHALL HAVE A MINIMUM SIDE YARD OF NOT LESS THAN 1 FOOT.

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 1350 SQUARE FEET FOR ONE STORY DWELLINGS. TWO STORY DWELLINGS LESS THAN 1700 SQUARE FEET SHALL NOT BE PERMITTED. A SPLIT LEVEL ENTRY OR BI-LEVEL DWELLING WITH GARAGE UNDER MUST EXCEED 1250 SQUARE FEET. CONSTRUCTION MATERIALS FOR EACH HOME SHALL BE OF A QUALITY EQUAL TO OR SUPERIOR TO FHA OR VA REQUIREMENTS.

6. NO BUILDING SHALL BE ERECTED OR PLACED ON ANY LOT HAVING LESS THAN 100% BRICK ON THE FRONT OF BUILDING.

7. NO NOXIOUS OR OFFENSIVE ACTIVITY SHALL BE CARRIED UPON ANY LOT, NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BE OR BECOME ANY 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 THEREIN OR THEREON OF DRAINAGE PIPES OR

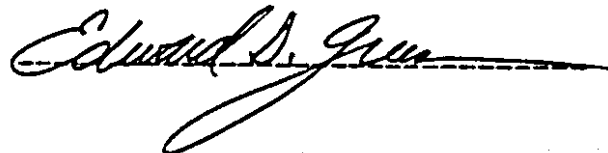
CONDUITS AND PIPES. CONDUITS, POLES, WIRES, AND OTHER MEANS OF CONVEYING TO AND FROM LOTS IN SAID TRACT, GAS, ELECTRICITY, POWER, WATER, TELEPHONE AND TELEGRAPH SERVICES, SEWAGE AND OTHER THINGS FOR CONVENIENCE TO THE OWNERS OF LOTS IN SAID TRACT. AS MAY BE SHOWN ON SAID MAP AND THE UNDERSIGNED, ITS 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. 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. PURCHASER OR CONTRACTOR OF LOT SHALL BE HELD RESPONSIBLE FOR DAMAGES CAUSED BY HIM OR HIS CONTRACTOR TO ANY LOTS IN THIS SUBDIVISION.

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 STRUCTURE DESIGNED FOR USE IN BORING FOR OIL OR NATURAL GAS SHALL BE ERECTED, MAINTAINED OR PERMITTED UPON ANY LOT.

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 THE SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF 10 YEARS UNLESS ANY 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 SO DOING, OR TO RECOVER DAMAGES THEREOF. INVALIDATION OF ANY ONE OF THESE COVENANTS BY JUDGEMENT OR COURT ORDER SHALL IN NO WISE AFFECT ANY OF THE OTHER PROVISIONS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

DATED THIS 21 DAY OF July, 1993

  
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**Key Bank of Utah**

A KeyCorp Bank



East Layton Office  
1480 North Highway 89  
Layton, Utah 84040-7753  
(801) 544-1254

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State of Utah )

County of Davis )

On this 21st day of July, 19 93, before me Blythe Rackham, a notary public, personally appeared Neil Wall and Edward D Green personally known to me to be the person(s) whose name(s) is (are) subscribed to on the attached instrument, and acknowledge that they executed the same.

Blythe B Rackham  
Notary Public

April 26, 1997  
My commission expires:

