

DECLARATION OF PROTECTIVE COVENANTS
AGREEMENTS, RESTRICTIONS AND
CONDITIONS AFFECTING THE REAL
PROPERTY KNOWN AS THE FALCON WOOD
SUBDIVISION PHASE 2

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E 1076259 B 1689 P 132
/ CAROL DEAN PAGE, DAVIS CNTY RECORDER
1993 NOV 18 10:51 AM FEE 30.00 DEP SWM
REC'D FOR FIRST AMERICAN TITLE CO OF UTA

WHEREAS The Robyn K. Scott, (hereinafter referred to as "Developer")
is the owner of the following described real property located in Davis
county, Utah;

23 THRU 35 FALCONWOOD, PHASE 2

09-216-0185 to 0035
A PART OF THE SOUTHEAST QUARTER OF SECTION 8, T4N, R1W, SLB&M,
U.S. SURVEY: BEGINNING AT A POINT WHICH IS NORTH 0 deg. 08' EAST
898.92 FT. ALONG THE QUARTER SECTION LINE AND NORTH 89 deg. 52'30"
EAST 309.97 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 8,
SAID POINT BEING THE NORTHEAST CORNER OF LOT 12, FALCON WOOD AND
RUNNING THENCE NORTH 89 deg. 52'30" EAST 300.00 FEET; THENCE SOUTH
0 deg. 08' WEST 419.11 FEET; THENCE SOUTH 89 deg. 52'30 WEST 317.07
FEET TO THE SOUTHEAST CORNER OF LOT 16, FALCON WOOD; THENCE THREE
COURSES ALONG THE EAST LINE OF FALCON WOOD AS FOLLOWS: NORTH 0 deg.
08' EAST 103.00 FEET NORTH 15 deg. 59'56" EAST 62.46 FEET NORTH 0 deg.
08' EAST 255.11 FEET TO THE POINT OF BEGINNING.

WHEREAS, it is the desire and the intent of the developer to sell The
lots described above and to impose on them mutual beneficial restrictions
under a general plan of improvement for the benefit of all the lots in the
subdivision and the future owners of these lots;

NOW, THEREFORE, the Developer hereby declares that all of the lots
described above are held and shall be held, conveyed, hypothecated, or
encumbered, leased, rented, used occupied and improved subject to the
following covenants and conditions, all of which are declared and agreed to
be in furtherance of a plan for improvement and sale of the lots described
above and are established and agree upon for purpose of enhancing and
protecting the value, desirability, and attractiveness of the lots. all of
the covenants and conditions shall run with the land and shall be binding
on all parties having or acquiring any right, title or interest in the
above described lots or any part hereof.

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: provided, however, that the Architectural Control
Committee may permit one or more of the lots to be used for school or
church purposes or to be used for a swimming pool and other recreational
facilities for the benefit of the owners of some or all of the others lots
described above. No dwelling shall be erected, placed, or permitted to
remain on any lot that does not have attached to it a private garage for at
least two cars.

2. ARCHITECTURAL CONTROL. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structure and as to location with respect to topography and finished grade elevation. Unless approved by the Architectural Control Committee, no hedge more than three feet high and no fence or well shall be erected, placed, altered or permitted to remain on any lot closer to the front street than the front of the residential structure on said lot. 1076259, 11689 p. 133

Unless approved by the Architectural Control Committee, no hedge more than three feet high and no fence or wall shall be erected, placed, altered or permitted to remain on any lot closer to the front street than the front of the residential structure on said lot. All home owners will have up to nine months to complete landscaping inclusive of two small trees along the parkway of each home.

Said premises shall be used for private residence purposes only, except as hereinafter set forth. No incomplete building shall be permitted to remain incomplete for a period in excess of nine months from the date the building was started unless approved by the Architectural Control Committee.

All construction to be of new materials, except that used brick shall be used with prior written approval of the Architectural Control Committee. All front exteriors to be Brick, Stucco, Synthetic Stucco combination or a full brick front no aluminum fronts unless approved by the Architectural Control Committee prior to construction. All Stucco used shall be of full Stucco or a Synthetic Stucco material.

3. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 60 feet at the point where there is proposed to be located that part of the dwelling closest to the front street, nor shall any dwelling be erected or placed on any lot having an area of less than 6,000 square feet.

4. DWELLING, QUALITY, AND SIZE. 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 1200 square feet for a one level, Bi-level & Ramblers. A Split level must exceed 1600 sq. feet on three levels, Bi-levels must exceed 1200 sq. feet on main level, as defined by the Architectural Control Committee. ALL PLANS MUST BE PRE-APPROVED PRIOR TO CONSTRUCTION.

5. NUISANCE. 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 to the neighborhood.

6. EASEMENTS. Eight foot easements for installation and maintenance of utilities are reserved on front and back lot lines and on some side lines as shown on the recorded plat. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interface with the installation or maintenance of utilities. The easement area of each lot and all improvements on 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. SET BACK LINES. Unless a written exception is granted by the Architectural Control Committee where unusual circumstances exist, the following set back lines shall apply:

- (a) No building shall be located on any lot nearer than 25 Feet to a front lot line, 30 Feet to the back lot line or nearer than 20 feet to any side street line. in accordance with Layton City Zoning.
- (b) No dwelling shall be located nearer than 5 feet to any interior lot line provided the opposite side of the dwelling is located at least 8 feet from the interior lot line, it being the intent to have side yards that alternate 8 feet on one side and 5 feet on the other side, except a 3 feet 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 interior lot nearer than 20 feet to the rear lot line. Detached garages or other permitted accessory building may be located 7 feet or more from the lot line, so long as such buildings do not encroach upon any easement.
- (c) For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of a buildings provided however that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

8. USE OF OTHER STRUCTURES AS RESIDENCE. No trailer, basement, tent, shack, garage, barn or other outbuilding or any structure of a temporary character shall be used on any lot at any time as a residence either temporary or permanently.

9. DRAINAGE. No lot shall be graded and no structure or other obstacle shall be erected, placed, or permitted to remain therein such a way as to interfere with the established drainage pattern over the lot to and from adjoining land, or in the event it becomes necessary to change the established drainage over a lot, adequate provision shall be made for proper drainage. Any fence or wall erected along the side or rear property line of any lot shall contain "weepholes" to be otherwise constructed so as not to prevent the flow of surface water from adjoining land where such flow is in accord with the established drainage. The slop control areas of 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.

10. SIGNS. No signs of any kind shall be displayed to the public view on any lot except one sign of not more than five squares feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

11. ANIMALS. 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, or maintained for any commercial purpose and do not become an annoyance or nuisance to the neighborhood.

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. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

13. ROOFTOP ANTENNAS. No television, ham radio, citizen band or radio antenna or other similar electronic receiving or sending device shall be permitted upon the rooftop or side of any home or elsewhere if exposed to the view from any other lot, unless approved by the Architectural Control Committee. In no case will any such receiving or sending antenna or other device be allowed to interfere with the peace and quiet and environment of any neighboring lot owner's premisses or home entertainment facilities or equipment.

14. EXCAVATIONS AND COMPLETING IMPROVEMENTS. No excavation shall be made on any lot except in connection with the erection, alteration, or repair of a dwelling or other improvement thereon. When excavation or the erection, alteration, or repair of a structure or other improvements has once began. the work must be executed diligently and completed within a reasonable time.

15. ARCHITECTURAL CONTROL COMMITTEE. The Architectural Control Committee shall consist of three members to be elected by the developer. Any communication to the committee shall be addressed to the Architectural Control Committee of

Falcon Wood Subdivision PHASE 2
1104 Country Hills Drive. Suite 211
Ogden, Utah 84403
ATTN: ROBYN K. SCOTT

Address is changed by written notice to the lot owners from the developer or the committee. Upon failure of the developer to fill any vacancies in the committee the remaining members of the committee may do so by a majority vote of their number. the developer may, at its sole discretion, remove members from the committee and fill vacancies. Said rights of appointment and removal shall however, be subject to the right of the recorded owners of a majority of the lots, through a dully recorded written instrument to change any membership of the committee or to withdraw from the committee or restore to its power and duties, except that the committee shall always have one member selected by the developer if the developer desires. A majority of the committee may designate a representative to act for it. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed under this declaration.

16. TERMS OF RESTRICTIONS. These restrictions are to run with the land permanently except that they may be changed, canceled or added to in whole or in part dy a duly recorded instrument signed by the then owners of record of a majority of the lots.

17. SERVERABILITY. Invalidation 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. # 4074259 R 1489 P 136

The Committee's approval or disapproval required in this Declaration of covenants and Conditions shall be in writing. In the event that the committee, or its representative fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suite to enjoin the construction has been commenced before the completion, approval shall not be required and related covenants shall be deemed to have been fully complied with.

As of the date of this Declaration, the Architectural Control Committee shall be composed of Robyn K. Scott, Yancy Scott and Douglas Johnson.

THIS DECLARATION is made this 9 day of November, 1993

ROBYN K. SCOTT

By: [Signature]
PRESIDENT ROBYN K. SCOTT

STATE OF UTAH

COUNTY OF DAVIS

} ss.

On the 9 day of November, 1993, Personally appeared before me, ROBYN K. SCOTT, the signer of the above instrument who dully acknowledged to me that she executed the same.

[Signature]

Notary Public
Residing at: _____

My commission Expires: _____

