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DEC 22 1993

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CAROL DEAN PAGE, DAVIS CNTY RECORDER  
1993 DEC 22 3:35 PM FEE 36.00 DEP JB  
REC'D FOR HANNEY, BLAINE J.

PROTECTIVE COVENANTS  
WILDRIDGE ESTATES-PHASE 2

LOTS 25-45

THE PROTECTIVE COVENANTS FOR WILDRIDGE ESTATES-PHASE 2, LOCATED IN  
LAYTON CITY, DAVIS COUNTY, UTAH.

09-218-0025-0045

1. All lots shall be known as and used for residential dwelling.
2. No buildings shall be erected, altered or placed on any lot until the construction plans, specifications, and a plan showing the location of the structure have all been approved by the architectural control committee as to the quality of workmanship and materials, harmony of external design with existing homes.
3. The architectural control committee, (the committee), initially is composed of five individuals, Mabel A. Hanney, Dean J. Hanney, Blaine J. Hanney, Laren S. Hanney, Keith T. Hanney. 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 the covenant. Nor shall they have any liability for their decision. A two-thirds majority of the then recorded owners of the lots shall have the power, through a duly recorded written instrument to change the membership of the committee or withdraw from the committee or restore to it any of its powers and duties, and to amend, change or alter these protective covenants.
4. Residence will not exceed two stories in height and must have a private, 2 or more, car garage. All residences are subject to the following minimum sizes:

One story. . . . .	1,600.00 sq. feet
More than one story. . . . .	1,800.00 sq. feet
Split level. . . . .	1,650.00 sq. feet

These sizes do not include basement, garage, or any open porches.

5. all residences shall have a minimum of 50% brick or native stone, or 100% stucco, or design approved by the architectural control committee. All plans and specification must meet and be approved by the committee prior to starting any construction.
6. All roofing shall be a minimum of architectural 80 asphalt shingles. However, preference should be given to wood shingles or bartile. All roofs shall have a minimum of 5/12 pitch.

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7. Construction material and workmanship shall be of a quality superior to FHA or VA requirements. All residences will be erected on a minimum lot size of 10,000.00 square feet.

8. Any building commencing after the building permit is issued by Layton City must be completed within one year of date of issuance. Including all outside structures, and any form of construction visible to surrounding home owners.

9. Within one year of occupancy of any home built on a lot in said subdivision, the front and side yards shall be planted in lawn or other acceptable landscaping, this includes the front piece of property between road and sidewalk, if a corner lot, the property between front and side of lot between road-curb and gutter and sidewalk, so as not to be an eyesore. "Acceptable landscaping and lawn" shall be approved by the architectural control committee.

10. Oak, maple, and other natural growth shall not be removed from any lot except for placement of foundation and access to home, this restriction including cutting or removal of growth for cement trucks or other heavy equipment. Concrete pumping should be used where access is limited.

11. No fence, wall, hedge, or shrub planting which obstruct sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot with the triangular area formed by the street property lines and a line connecting them at points 20 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street lines extended. The same sight line limitations shall apply on any lot within 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 distance of such intersection unless the foliage line is maintained to sufficient height to prevent obstruction of such sight lines.

12. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats, or other household pets. They may be kept, providing they are not maintained, or bred for any commercial purposes. Animals maintained on the property will be strictly in accordance with Layton City Ordinances. Dogs must be restrained at all times, by either kennels or leash.

13. 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.

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14. 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 materials shall be kept in a clean and sanitary condition.

15. Automobiles, trailers, boats and other vehicles shall not be stored on streets, front and side yards unless they are in running condition, properly licensed, and are being regularly used. Automobiles must be moved every 24 hours. All RV storage to be to side or rear of homes and concealed from front of street. All roof mounted heating and cooling equipment to be set back to the back side of the roof out of view from the street. All TV antennas are to be placed in attic out of view. Satellite dishes, etc. to be hidden from view of street.

16. Signs, of any kind, on display for public view on any lot, must be of professional quality not more than one foot square. One sign of not more than five square feet may be used for property for sale or rent, or signs used by a builder to advertise during construction and sales period.

17. 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 temporarily or permanently.

18. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. 10 feet utility and drainage easements each side of property lines, except as otherwise shown. 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 or drainage channels in the easements. The easement portion of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for the improvements for which a public authority or utility company is responsible.

19. Oil and mining operations: No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot. No Derrick or other structure designed for use in boring 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

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years from date these covenants are recorded, after which time said covenants shall be automatically extended for successive period of 10 years unless an 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 by person violating or attempting to violate any covenants either to restrain him or them from so doing, or to recover damages thereof. Invalidation of any 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. Enforcement shall be by homeowners who have purchased lots in said subdivision and built homes on them. The developer accepts no responsibility for enforcement and shall have no liability for persons violating these covenants.

Dated this 8th day of July, 1993

ARCHITECTURAL CONTROL COMMITTEE:

Mabel A. Hanney  
MABEL A. HANNEY

Dean J. Hanney  
DEAN J. HANNEY

Blaine J. Hanney  
BLAIN J. HANNEY

Laren S. Hanney  
LAREN S. HANNEY

Keith T. Hanney  
KEITH T. HANNEY

STATE OF UTAH

COUNTY OF Davis

ON THE 8th DAY OF July, 1993, PERSONALLY APPEARED BEFORE ME, MABEL A. HANNEY, DEAN J. HANNEY, BLAINE J. HANNEY, LAREN S. HANNEY, KEITH T. HANNEY, THE SIGNER(S) OF THE WITH INSTRUMENT, WHO DULY ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME.

NOTARY PUBLIC  
MARSHA BURTON  
584 South Cherry Lane  
Fruit Heights, Utah  
My Commission Expires  
April 20, 1994  
STATE OF UTAH

Marsha Burton

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