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MAY 6 1994

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CAROL DEAN PAGE, DAVIS CNTY RECORDER  
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REC'D FOR THE EGAN GROUP

E 1116692 B 1756 P 279  
SUNSET RIDGE SUBDIVISION #1  
PROTECTIVE COVENANTS, AGREEMENTS, AND RESTRICTIONS

THE TRUSTEES OF RC WILLEY PROFIT SHARING TRUST.

WHEREAS THE TRUSTEES OF R.C. WILLEY PROFIT SHARING TRUST,  
(HEREAFTER REFERRED TO AS, "DEVELOPER") IS THE OWNER OF THE  
FOLLOWING DESCRIBED REAL PROPERTY LOCATED IN DAVIS COUNTY, UTAH:

Lot 1 through 23 inclusive, of Sunset Ridge Subdivision  
according to the official plat thereof recorded as  
Entry No 1116691 in Book 1756 Page 278  
in the office of the County Recorder.

Whereas it is the desire and intention 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  
owner of those lots;

Now, therefore, the Developer hereby declared 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 of the lots described above and are  
established and agreed upon for the 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.

09-224-0001 to 0023

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, built on site, not to exceed two stories  
in height and a private garage for not more than three cars. No  
dwelling shall be erected, placed, or permitted to remain on any  
lot that does not have 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 a 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 structures and a lot location with respect to  
topography and finished grade elevation.

Said premises shall be used for private residence purposes  
only, except as hereinafter set forth and no structure of any  
kind shall be moved from any other prior residence upon said  
premises, nor shall any incomplete building be permitted to  
remain incomplete for a period in excess of one year from the  
date the building was started unless approved by the

date the building was started unless approved by the Architectural Control Committee.

All construction to be of new materials, except that used brick may be used with prior written approval of the Architectural Control Committee.

3. DWELLING QUALITY AND SIZE. The ground square area of the main structure exclusive of garage and any one story open porches shall not be less than 1500 square feet for a one story dwelling with a full basement. In a split level dwelling the combined area of a single level and each of the two levels in the adjoining two story portion of the dwelling exclusive of garage and any one story porches shall total not less than 1750 square feet finished, this does not include the half or full unfinished basement. In a two story home which is two stories above the curb level, and there is a full basement, the combined area of the ground story level and the story above ground story level, exclusive of garage and any one story open porches shall total not less than 1700 square feet finished not including the full unfinished basement. It is the purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same as or better than that which can be produced at the date that these covenants are recorded.

4. 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 the front line, or nearer than 25 feet to any side street line.

(b) No building shall be located nearer than 10 feet to an interior lot line. No dwelling shall be located nearer than 30 feet to the rear lot line.

5. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 80 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 10,000 square feet.

6. EASEMENTS. Easements for installation and maintenance of utilities are reserved on front and back lot lines and on some side lot lines as shown on the recorded plat. Within these easements no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities. 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 public authority or utility company is responsible.

7. DRAINAGE. No lots shall be graded and no structure or other obstacle shall be erected, placed, or permitted to remain thereon in 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 created along the side or rear property line of any lot shall contain "weep holes" or 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 slope control area 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.

8. 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.

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

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 square feet for a home office or advertising the property for sale, rent or signs used be 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, bred, 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 storage containers of such material shall be kept in a clean and sanitary condition.

13. 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 has once begun, the work must be prosecuted diligently and completed within a reasonable time.

14. OFF-SITE IMPROVEMENTS. The Purchaser of any lot shall inspect the completed off-site improvements before taking title or ownership of any lot. Except for deficiencies or defects specified by the purchaser to the developer before ownership is taken, purchaser hereby releases the developer from further

obligations or responsibility as the installation of the off-site improvements, except for defects directly attributed to the developers installation of the improvements.

If the off-site improvements are not complete at the time ownership is taken, the developer will upon completion of the incomplete off-site improvements give written notice of completion to purchaser and, unless purchaser notifies the developer within (7) days after the date of receipt of the notice of completion the incomplete off-site improvements shall be deemed acceptable to the purchaser and the developer will be released from any further obligations or responsibility as to the installation of the incomplete off-site improvements, except for defects directly attributable to the developers installation of the improvements.

15. LANDSCAPE. Each owner shall maintain his lot in an attractive and safe manner so as not to detract from the Sunset Ridge Subdivision as a whole. All owners possessing vacant lots shall be responsible for keeping such lots clean in appearance, weeds mowed down along the sidewalk and park strip, and free from all refuse and potential fire hazard.

16. REPAIR OF BUILDINGS. Improvement upon any property shall not be permitted to fall into disrepair, and each such improvement shall at all times be kept in good condition and repair and adequately painted or otherwise finished by the owner thereof.

17. ROOFTOP ANTENNAS. No television, ham radio, citizens band, or radio antenna or other similar electronic receiving or sending device shall be permitted upon the rooftop of side or any home or elsewhere of exposed to view from any other lot.

18. SOLAR. Passive solar designs are preferred over active solar concepts. No bright metal panels on roof tops or on the ground next to homes are allowed.

19. 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 Sunset Ridge Subdivision, 2311 North Valley View Drive, Layton, Utah 84040, unless the 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 then recorded written Owners to a majority of the lots, though a duly recorded written instrument to change any membership of the committee or to withdraw from the committee or restore to it its power and duties, except that the committee

shall always have one member selected by the developer if the developer so desires. A majority of the committee may designate a representative to act for it. Neither the members of the committee nor its designated representatives shall be entitled to any compensation for services performed under this declaration.

The committee's approval or disapproval required in the Declaration of Covenants and conditions shall be in writing. In the event that 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, or if no suit to enjoin the construction has been commenced before the completion, approval shall not be required and the 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 Erin W. Egan, 2311 North Valley View Drive, Layton, Utah, Wesley J. Gold 786 North Main Street, Centerville, Utah, and Mason Larsen 158 North 1200 West Clearfield, Utah.

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

21. SEVERABILITY. 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.

This Declaration is made the 6 day of May 1994.

THE TRUSTEES OF THE RC WILLEY PROFIT SHARING TRUST.

By: Richard R. Turnbow  
Richard R. Turnbow - Trustee

STATE OF UTAH )  
: ss  
COUNTY OF SALT LAKE )

On this 6th day of May 1994, personally appeared say that he is the Trustee of the RC WILLEY PROFIT SHARING TRUST, that he signed the within and foregoing instrument as such Trustee with full authority to so do, and for and on behalf of said Trust, and that said Trust Executed the same.

Pamela B. Moser  
NOTARY PUBLIC  
Residing at: Sandy, UT.  
My Com. Expires: 7/13/96

