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RECORDED
APR 12 1995

DECLARATION OF PROTECTIVE COVENANTS,
AGREEMENTS, RESTRICTIVE AND CONDITIONS,
AFFECTING THE REAL PROPERTY KNOWN AS
OLD SHEPARD CREEK

PART A

PREAMBLE

E 1174187 B 1863 P 349
CAROL DEAN PAGE, DAVIS CNTY RECORDER
1995 APR 12 3:27 PM FEE 51.00 DEP DJW
REC'D FOR G H W DEVELOPMENT INC

KNOWN ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned being the owner of the following described real property located in the City of Farmington, Davis County, State of Utah, to wit:

Lots 1 to 24 and 26-32, inclusive, Old Shepard Creek according to the plat thereof, as recorded in the office of the County Recorder of said county.

08 - 183 + lot

do hereby establish the nature of the use and enjoyment of all lots in said subdivision and do declare that the conveyances of said lots shall be made subject to the following conditions restrictions and stipulations:

PART B

RESIDENTIAL AREA COVENANTS

B-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 private garages for not more than three vehicles. All structures to contain no less than a two-car garage and not more than a three-car enclosed garage. All construction to be of new materials, except that used brick may be used with prior written approval of the Architectural Control Committee. 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 Architectural Control Committee.

B-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 the quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall 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.

B-3. DWELLING COST, QUALITY AND SIZE. The ground square area of the main structure exclusive of garage and any one-story porches shall not be less than 1500 square feet to a one-story dwelling. 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 1800 square feet. In a two-story home which is two stories above the curb level, exclusive of garage and any one-story open porches shall total not less than 2000 square feet. In a split-entry dwelling, the combined area of the above ground level and the below ground level shall be 2000 square feet with the above ground level being not less than 1350 square feet, exclusive of garage and any one-story open porches. If four feet or more of foundation is above finished grade, then the basement becomes a story. For the purposes of these covenants, the basement area shall in no event be considered a story. 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. All structures to contain not less than a two-car garage and not more than a three-car enclosed garage. In addition, the following shall be required.

- a. No dwelling or garage shall be constructed or reconstructed with a flat roof. All roofs shall have a minimum of a 4-in-12 pitch with a minimum pitch of 9-in-12.
- b. All roofs shall be of either quality asphalt composition shingles, sawn cedar shingles, hand-split cedar shakes, slate shingles or of architectural tile in natural colors;
- c. Any additions to a dwelling or garage must be approved in advance by the Architectural Control Committee;
- d. Dwelling front exteriors shall be at least 40% brick, cultured or natural stone veneer. The front exterior shall be a combination of either brick and stucco or stone and stucco. The exterior balance shall be of high-quality aluminum siding or stucco in traditional earth tones indigenous to the area;
- e. No dwelling shall be permitted on any lot with a value of less than \$100,000, exclusive of the lot's value, based upon value levels prevailing on the date these covenants are recorded.

B-4. BUILDING LOCATION.

- (a) No building shall be located on any lot nearer than 25 feet to the front lot line, nearer than 20 feet to any side street lot line;
- (b) No dwelling shall be located nearer than 10 feet to any interior lot line. No dwelling shall be located nearer than 22 feet to any adjoining dwelling. No dwelling shall be located on any interior lot nearer than 30 feet to the rear lot line. Unless a written exception is granted by the Architectural Control Committee where unusual circumstances exist, side yards, rear yard and setback lines as defined by these covenants and city ordinance shall apply to all homes built. Detached garages or

other permitted accessory buildings may be located seven feet or more from the rear lot line, so long as such buildings do not encroach upon any easement;

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

B-5. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 85 feet at the front building setback line nor shall any dwelling be erected or place on any lot having an area of less than 10,000 square feet.

B-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 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 or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through 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.

B-7. 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 or nuisance to the neighborhood. No clothes drying or storage of any articles which are unsightly in the opinion of the Architectural Control Committee will be permitted unless in enclosed areas designed for such purposes. No automobiles, trailers, boats or other vehicles are to be stored on streets or front or side lots unless they are in running condition, properly licensed and are being regularly used.

B-8. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-buildings shall be used on any lot at any time as a residence either temporarily or permanently. No Mobile Homes are permitted.

B-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, except signs used by the developer to advertise the property during the construction and sales period may be as large as deemed appropriate by the developer.

B-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 premises or on leash under handler's control.

B-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 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 object are to be stored on any lot in view of the general public.

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B-12. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways 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 the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply on a 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.

B-13. 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.

B-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 or flow of drainage channels or obstruct or retard the flow of water through drainage channels. The slope 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.

B-15. 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 is 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 enjoyment of any neighboring lot owner's premises or home entertainment facilities or equipment.

B-16. FENCING. No fence or other similar structure shall be erected in any required front yard of a dwelling to a height in excess of three and one-half feet; nor shall any fence or other similar structure be erected in any side or rear yard to a height in excess of six feet.

On corner lots, no fence or other similar structure shall be erected in any yard bordering a street or front yard of an adjoining lot to a height in excess of three and one-half feet. All fences require a building permit from Farmington City.

B-17. PARKING AND STORAGE. No inoperative automobile shall be placed or remain on any lot or adjacent street for more than 48 hours. No commercial type vehicles and no trucks shall be parked or stored on the front yard setback of any lot, or within the side yard building setback on the street side of a corner lot, or on the residential street except while engaged in transportation. Trailers,

mobile homes, trucks over three quarter ton capacity, boats, campers no on a truck bed, motor homes, buses, tractors, and maintenance or commercial equipment of any kind shall be parked or stored behind the front yard setback in an enclosed area screened from street view. Sufficient side yard gate access should be planned and provided for in the design of the home, to permit ingress, egress and storage of trailers and recreational type vehicles on the side and rear yards. The storage or accumulation of junk, trash, manure or other offensive or commercial materials is prohibited. Facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view. No pads used for the storage of vehicles or other material either temporarily or permanently shall be constructed within the side or a front yard set back requirements of a given lot. This open space shall remain unoccupied and unobstructed by buildings, vehicles and/or hard surfaces such as asphalt, cement and packed surface from this time henceforth and forever. For additional information, contact Farmington City, Utah.

PART C. ARCHITECTURAL CONTROL COMMITTEE

C-1. MEMBERSHIP. The Architectural Control Committee is composed of Gary M. Wright, 350 Millcreek Lane, Kaysville, Utah; Denise Wright, 350 Millcreek Lane, Kaysville, Utah; and Wayne Belleau, 61 South Village Way, Fruit Heights, Utah. A majority of 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, or its designated representative, shall be authorized to appoint a successor to that member. No member of the committee, or 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.

C-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 thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

PART D. GENERAL PROVISIONS

D-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 said covenants shall automatically be extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

D-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 recover damages.

D-3. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the above provisions which shall remain in full force and effect.

D-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 a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

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LAND STAR GROUP, L.L.C.

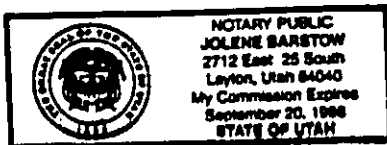
BY: *Gary M. Wright*
Gary M. Wright
Member

STATE OF UTAH)

:SS

DAVIS COUNTY)

On the 4th day of April, 1995, personally appeared before me Gary M. Wright, who being duly sworn did say that he is a member of Landstar Group, L.L.C., and that said covenants were signed in behalf of said Limited Liability Company for the purposes herein set forth.



Jolene Barstow
NOTARY PUBLIC

My Commission expires:

Sep 20, 1998

Residing At:

Layton, UT