

47172

DECLARATION OF PROTECTIVE COVENANTS,  
AGREEMENTS, RESTRICTIONS, AND CONDITIONS  
AFFECTING THE REAL PROPERTY KNOWN AS

01-207-

OAK VIEW HOLLOW SUBDIVISION

0001 thru 0032

I. PREAMBLE

The undersigned, Newport Holding Inc., being owner of the land hereinafter described as OAK VIEW HOLLOW SUBDIVISION located in Davis County, Utah, endeavoring to develop a new and distinctive residential area which will both compliment the City of North Salt Lake with a neighborhood of classic beauty as well as provide homeowners with a location of stately presence and protected quality, does hereby make this declaration of Protective Covenants, Agreements, Restrictions, and Conditions as follows, to wit:

Whereas the undersigned is the legal and beneficial owner of the tract of land located in Davis County, Utah, Described as follows: OAK VIEW HOLLOW SUBDIVISION.

Whereas, the undersigned are about to sell the property as heretofore described being desirous of subject said property under a general plan of improvement, to certain covenants, agreements, restrictions, and conditions, between them and the several purchasers of said property and between the several purchasers of said property themselves as herein after set forth:

The undersigned declare that the property described heretofore is held and shall be sold, conveyed, occupied, resided upon, hypothecated and held subject to the following covenants, agreements, restrictions and conditions between it and the several owners and purchasers of said property as between themselves and their heirs, successors, and assigns.

RESIDENTIAL COVENANTS:

A. ARCHITECTURAL CONTROL

1. No building shall be erected, placed or altered on any lot until the construction on plans and specifications and a plot 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, colors, and size with existing structures, and as to location with respect to topography and finish grade, elevation. No structure shall present an unfinished appearance for a period of more than twelve months from the beginning of construction. All construction must be completed

within one year after the commencement of construction, including all exterior site improvements and landscaping. The Architectural Control Committee may conduct a final inspection to insure final completion.

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2. 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 the proposed construction or action within 30 days after plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been complied with fully. The Architectural Control Committee shall be substantially governed by the building and zoning ordinances of North Salt Lake City except where stricter provisions are deemed to be appropriate to maintain the integrity of the development and the overall objectives of the owner/developer or purchasers of the subject property or where specific provisions of these covenants are applicable.

3. The Architectural Control Committee shall be composed of the officers of Newport Holding, Inc. A majority of the Committee members may designate a representative to act for it. In the event of a death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. After a period of two years or when a majority of the lots have been sold, whichever is greatest, the majority of the then record lot owners shall have the power, through election and a duly recorded written instrument, to change the membership of the committee or modify the function and authorities thereof.

4. 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.

#### BUILDINGS:

1a. No building shall be located on any lot nearer than 30 feet to the front lot line or nearer than 25 feet to any side street line.

1b. No building shall be located nearer than 8 feet to an interior lot line except that no side yard shall be required for a garage or other permitted accessory building located 60 feet or more from the minimum building setback line. No building shall be located on any interior lot nearer than 25 feet to the rear lot line.

1c. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of the building, provided, however that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

1d. Where exception to this covenant is deemed practical or necessary, plans for such may be submitted the Architectural Control Committee.

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2. The ground floor area of the main structure exclusive of garage or open porch area shall be not less than 1800 square feet for a one story dwelling. In the case of a split level or two story structure the total area ( exclusive of garage and open porch areas) of the combined levels from curb level up may not be less than 2300 square feet.

3. Only those exterior materials that will harmoniously support the objectives of the development may be used, which are specifically brick, stone, stucco, or any combination of these. Soffit, fascia, and other trim materials may be of other materials as approved by the architectural committee. Strident colors not in keeping with the surroundings or neighboring structures shall not be permitted. Roof materials shall be tile, shake or architectural grade 30 year asphalt shingles.

4. One story attached garages must accommodate at least two vehicles, but not more than three. Additionally a detached garage which will accommodate one or two vehicles shall be permitted behind the main structure or at a 60 foot setback from the front lot line.

5. No fence or wall shall be erected, placed, or altered on any lot nearer to any street than half way between the average front and rear lines of the main structure. Permissible materials for the construction of fences shall be brick, stone, sealed cedar or stucco. Fences are subject to architectural committee review and approval.

6. No fence, wall, hedge, or shrub planting shall be located so as to constitute a traffic hazard by restricting sight lines particularly near driveways and street intersections. Likewise trees within the lines of sight for traffic safety purposes shall not be permitted to remain unless the foliage is maintained at sufficient height to prevent obstruction of sightliness between 2 and 6 feet above street level.

7. No large or otherwise unusual exterior radio and/or television antennae shall be erected or maintained on the property without the written approval of the Architectural Control Committee.

8. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out building shall be used on any lot at any time as a residence either temporarily or permanently.

C. LAND USE:

1. No lots shall be used except for residential purposes. No

building shall erected, altered, placed, or permitted to remain on any lot other than a detached, single family dwelling and private garage.

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2. Only such foliage shall be removed from each lot as is necessary for clearing the driveway, excavation for the foundation and for lawn and patio areas. In general the lawn and patio areas shall not exceed in area the square footage of the main level of the house erected on that lot.

3. All recreation vehicles shall be parked off the street in an area set back from the street a distance no nearer than the back line of the main structure and which is screened from street view. This RV parking area shall not be used for the storage of other vehicles such as cars or trucks which are unlicensed and/or are not in running condition, nor shall it be used for the storage of salvage parts for such vehicles. Failure to comply with the provisions hereof shall constitute a nuisance. No trucks larger than pickups, trailers, house trailers, campers, mobile or motorized homes or boats shall be permitted to remain parked in front of or at the side of any residence building unless previous approval has been granted by the architectural control committee.

4. 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 or in quantities greater than two each. All such pets are to be restrained to the owner's premises unless on a leash under handler's constraint.

5. 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.

6. No lot may be further subdivided nor may any easement or other interest therein, less than the whole, be conveyed by the owner thereof without the prior written approval of the Architectural Control Committee; provided, however, that nothing herein shall be deemed to prevent or require the approval of the Architectural Control Committee for the transfer or sale of any lot to more than one person to be held by them as tenants in common or joint tenants.

7. All easements as shown on the recorded subdivision plat must be kept free of building encroachment. These easements are part of the lot and shall be maintained by the lot owner.

8. No lot shall have accumulated thereon any rubbish, trash, or unsightly debris. Upon failure or neglect of any owner to remove such materials or weeds from his property within 10 after written notice to remove has been mailed to him by the

Architectural Control Committee, the committee shall treat the owner's neglect and the unsightly problem as a nuisance and proceed as per the provisions for nuisance found below. Trash, garbage, or other waste shall not be kept, except in sanitary containers or other equipment for the storage or disposal of such materials.

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9. No noxious or offensive trade or activity shall be conducted 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 such articles which are unsightly in the opinion of the Architectural Control Committee will be permitted, unless in enclosed areas built and designed for such uses. The Architectural Control Committee may abate or correct any violation hereunder and the individual lot owner shall pay the reasonable expense incurred thereby and no liability shall attach to the Architectural Control Committee or its representatives in acting pursuant to the provisions of these covenants and enforcing the terms thereof, including abatement of nuisances.

10. All stacks and chimneys from fireplaces in which combustibles other than natural gas are burned shall be fitted with spark arrestors. Each residence shall have and maintain in operable condition at least 100 feet of garden hose readily accessible, connected or immediately adjacent to a year round water source.

11. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than 5 square feet advertising the property for sale or lease, or signs used by a builder to advertise the property during the construction and sales period.

#### D. TERM

These covenants are to run with the land permanently and shall be binding on all parties in ownership thereof and all parties claiming under them, unless an instrument signed by a three-fourths majority of the then owners of the lots has been recorded, agreeing to change the covenants in whole or in part. In making such changes, the owner is entitled to one vote for each lot held within the protected area.

#### E. AMENDMENTS

These covenants may be amended upon written approval of at least a three-fourths majority of the owners of lots within the protected area. Each owner is entitled to one vote for each lot owned in said protected area.

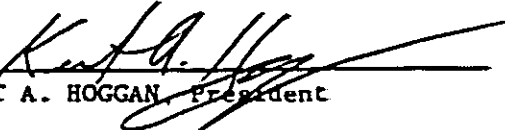
#### F. SEVERABILITY

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.

NEWPORT HOLDING INC.


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KENT A. HOGGAN, President

STATE OF UTAH

COUNTY OF DAVIS

On this 15th day of May, 1995, personally appeared before me KENT A. HOGGAN who being by me duly sworn did say, each for himself, that he, the said KENT A. HOGGAN is the president of NEWPORT HOLDING INC. Comapny, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said KENT A. HOGGAN each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of sai corporation.

  
Notary Public  
Residing at: Bountiful, UT  
My Commission Expires: 11-25-95

