

09-237-0701 thru 0732
701 thru 732, Cottonwood Unit 7

RESTRICTIVE COVENANTS FOR COTTONWOOD / Unit #09-086-0081
/ UNIT

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THE PROTECTIVE COVENANTS OF COTTONWOOD #7 SUBDIVISION LAYTON CITY,
DAVIS COUNTY, UTAH, DATED January 1, 1995.

1. PERSONS BOUND BY THESE RESTRICTIONS: All covenants and restrictions herein stated shall run with the land and all fee owners thereof take, hold, agree and covenant with the present and future owners of said land and with his or their successors and assigns, to conform to and observe the following covenants, restrictions and stipulations as to the use thereof and construction of residences and improvements thereon for a period of 20 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years, unless, by an affirmative vote of a majority of the then owners of said lots (one vote per lot), it is agreed to change said covenants in whole or in part, provided that at any time after the 20 years from the date these covenants are recorded, the collective group of owners of at least 3/4 of said lots may release any or all of the lots hereby restricted from any one or all of said restrictions by an appropriate agreement in writing specifying the restrictions released and by filing said agreement with the office of the Davis County Recorder. The owners of 100% of said lots may file such an agreement at any time.

2. ARCHITECTURAL CONTROL: No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plot plan showing the location of the structure on the lot have been approved by the Architectural Control Committee as to 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 minimum building setback line unless similarly approved.

The Architectural Control Committee shall be, and hereby is composed of:

Mike Kendall

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REC'D FOR ASSOCIATED TITLE COMPANY

A majority of the committee may designate a representative to act for it. In the event of the death or resignation of any member of the committee, the remaining members of the committee 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 the services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots of Cottonwood #7 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. The remaining members shall have full authority to select a successor. In the event of the inability of all the members so to act, successors may be appointed by the vote of a

majority of the lot owners in said subdivision.

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The committee's approval or disapproval as required in these covenants shall be in writing. The committee may waive or grant exception to any specific requirement(s) contained herein when in the opinion of the committee the overall intent of these covenants is not compromised. In the event the committee, or its designated representative, fails to approve or disapprove within thirty days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

All plans and specifications must be approved by the committee prior to starting construction. Two complete sets of plans, including plot plans which indicate compliance with Layton City setback and sideyard requirements, shall be submitted to the committee, at the address listed above, before construction can commence. One signed set will be returned to the contractor and one signed set will be retained in a permanent file by the Architectural Control Committee. Construction on all lots must commence within 2 years of the date of purchase and proceed in an orderly expeditious manner. In the event that construction has not been commenced within 2 years, written approval must be obtained from the above mentioned committee.

3. LAND USE AND BUILDING TYPE: No lot shall be used except for residential and appurtenant purposes. No building shall be erected, altered, or permitted to remain on any lot other than one detached single family dwelling, and only attached private garages for not less than two and for not more than three vehicles. No out buildings shall be permitted without prior approval by the Architectural Control Committee.

4. COMPLIANCE WITH ZONING ORDINANCES OF LAYTON CITY: All buildings in said subdivision shall be placed and used upon said lots in accordance with the present provisions of the Layton City Zoning ordinances and codes, including all setback and height restrictions, unless otherwise modified by the covenants herein contained.

5. DWELLING SIZE AND QUALITY: The following minimum finished square foot living area requirements shall apply. Living areas shall be calculated exclusive of garages, one story open porches, and basements.

One Story Dwellings (Rambler): The minimum square foot living area shall not be less than 1500 square feet.

Two Story Dwellings: The combined area of the main and upper levels shall not be less than 1800 square feet.

Split Entry Dwellings: The combined area at the main level and the adjoining levels qualifying as stories as herein defined, shall not be less than 1800 square feet.

If four feet or more of foundation is above finished grade, then the level qualifies as a story. For the purposes of these covenants, the basement area shall in no event be considered a story. It is the purpose of these covenants to assure that the main dwelling and any accessory buildings 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.

- (A) No building or structure (including a tennis court or swimming pool) shall be erected, altered, or placed on any lot until the construction plans and specifications and a plot plan showing the location thereof have been approved by the Architectural Control Committee as to quality of material, harmony of external design with existing structures, and as to location.
- (B) No building shall be erected or placed on any lot having an exposed elevation of less than 50% brick or native stone on front of structure. Aluminum or vinyl siding will be allowed on the back wall as long as it is not visible from the street or from any adjacent structures.
- (C) No building shall be erected or placed on any lot if the lot has an area of less than 10,000 square feet.

6. TEMPORARY STRUCTURES: No trailer, basement, tent shack, barn, garage or other out building shall be used at any time within said subdivision as a temporary residence. No structure shall be moved onto any of said residential lots unless it meets with the approval of the Architectural Control Committee.

7. NUISANCES: No trade or activity which may be offensive shall be conducted upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

- (A) No toxic or hazardous waste dumping or storage shall be permitted
- (B) No short-wave radio antenna may be constructed or attached.
- (C) Pets: No barn, coop, shed or building of any type shall be constructed for the purpose of housing pigs, cows, sheep, goats, horses, poultry, or any other livestock, and none of the foregoing shall be kept, maintained, or permitted at any place within the limits of said subdivision excepting only household pets.
- (D) Storage: Storage of any articles is permitted only in enclosed areas designed for storage. No storage of any articles, materials, equipment or vehicles of any nature is permitted in the front yard portion of any lot except regularly used passenger cars and light pickup trucks which may be parked on driveway areas. Trailers, trucks, campers, boats, and all types of accessory equipment are permitted to be stored or repaired only in garages or in the rear of the side yard portion of each lot.

Parking on the street is prohibited overnight.

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- (E) Signs: No signs of any kind shall be displayed to the public view on any lot except one professionally printed metal sign of not more than five square feet advertising the property for sale, or signs used by a builder or developer to advertise the property during the construction and sales period.
- (F) Oil and Mining: There shall be no oil drilling, mining or quarrying operations of any kind permitted upon any lot.
- (G) 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 equipment for the storage of, or disposal of, such materials shall be kept in a clean and sanitary condition.

8. EASEMENTS: Easements are reserved as shown on the recorded plat of said subdivision. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installment and maintenance of utilities, or which may change the direction of flow of drainage channels in the easement, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all except for these improvements for which a public authority or utility company is responsible.

9. LIGHTING: Each home owner shall be required to maintain a decorative gas or electric lamp post with name plate and/or address plate which can be seen from the street. The purpose of this requirement is to enhance the value and attractiveness of the subdivision and promote safety. The location of said lamp shall be included on the plot plan submitted to the Architectural Control Committee for approval.

10. FENCES, HEDGES, ETC., AND SIGHT DISTANCE AT INTERSECTIONS.: All fences, walls, hedges, or other objects of similar design, shall conform to all Layton City ordinances as to permitted height, etc., and shall maintain such sight-line limitations as may be set forth in such zoning ordinances.

11. DILIGENCE IN BUILDING: When the erection of any residence or the restructure is once begun, work thereon must be prosecuted diligently and completed within 12 months. Sidewalks, curbs, and gutters cracked or damaged by building activity shall be replaced by lot owner, who will be responsible for cost of replacement. If lot owner fails to replace cracked or damaged sidewalks and curbs and gutters upon 10 days written notice, the undersigned has the option, but not the obligation, of making repairs and passing all costs of repair to the lot owner.

12. TREES: No oak or trees now existing on any lot may be removed except for construction of houses, driveways, and walkways, without prior written approval of the Architectural Control

Committee.

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All homeowners with trees or oak on their lots shall exercise caution for fire and are encouraged to provide water sprinklers or rainbirds where they can be effective in containing any fires. Also, all owners are encouraged to have at their disposal firefighting equipment, such as long hoses, fire extinguishers, etc.

13. 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 of 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.

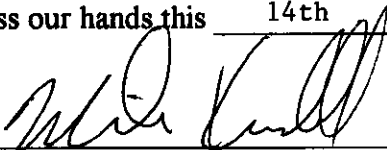
14. LANDSCAPING: Within one year of occupancy of any home built on a lot in said subdivision, the front and side yards shall be planted in lawn or other acceptable landscaping; so as not to be an eyesore. "Acceptable landscaping" and "lawn" shall be interpreted by the majority of the then existing home owners in the subdivision.

15. ENFORCEMENT: Enforcement, either to restrain violation or recover damages, shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant. Enforcement may be by the Architectural Control Committee or by any affected property owner. The Architectural Control Committee is not to be held liable for noncompliance of any provisions by any owner. Attorney's fees and costs of enforcement will be paid by any party breaking this agreement.

The undersigned accepts no responsibility for enforcement and shall have no liability for persons violating these covenants.

Invalidation of any of these covenants by judgment or court shall in no way affect any of the other provisions which shall remain in full force and effect.

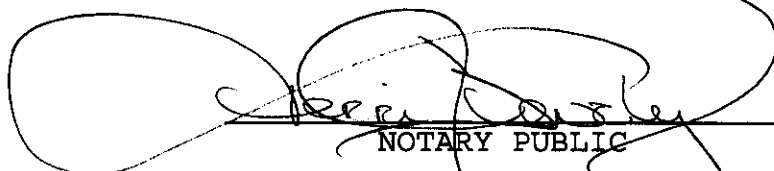
Witness our hands this 14th day of July 1995 1994



STATE OF UTAH)
) :SS
COUNTY OF Weber)

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On the 14th of July, 1995, personally appeared before me Mike Kendall, to me known to be the President of Mike and Shelley Enterprises, Inc., known to be an authorized agent for the corporation that executed the within and foregoing instrument and acknowledged the instrument to be the free and voluntary act and deed of the corporation by authority of its bylaws or by resolution of its Board of Directors, for the uses and purposes therein mentioned and on oath stated that he is authorized to execute the instrument and that the seal affixed is the corporate seal of the corporation.



NOTARY PUBLIC

RESIDING AT: _____

MY COMMISSION EXPIRES: _____

