

AUG 11 1997

09-257-0101 thru
0145

DECLARATION OF PROTECTIVE COVENANTS, AGREEMENTS,
RESTRICTIONS, AND CONDITIONS AFFECTING
THE REAL PROPERTY KNOWN AS QUAIL CREST SUBDIVISION PHASE I

These covenants shall apply to all lots included in the Quail Crest Subdivision Phase I

PART A - RESIDENTIAL AREA COVENANTS

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 dwelling not to exceed two stories in height. Said premises shall be used for private resident purposes only, except as hereinafter set forth and no structure of any kind shall be moved 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. All homes shall have a minimum of a two car enclosed garage which shall be attached. Any additional detached garage building shall be compatible in design, architecture and materials to the residence.

2. DWELLING QUALITY AND SIZE. For all lots the total finish square footage area of the structure, exclusive of garage and any open porches, shall not be less than 1,200 square feet. For the purposes of these covenants, the basement area shall in no event be considered a story. All homes must have a two car garage and a minimum of 40% brick or native stone on the front of the home.

3. SET BACK LINES. The following set back lines shall be as per city ordinance.

4. EASEMENTS. Easements for installation and maintenance of irrigation, utilities, and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting 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 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. No structure shall be constructed within 12 feet vertically or horizontally of any power conductor.

5. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No clothes drying or storage of any articles which are unsightly on patios, unless in enclosed areas built and designed for such purposes. No automobiles, trailers, boats, or other vehicles are to be parked or stored on the street in front of any lot. All RV storage to be to the side or rear of homes and concealed from front of street. All roof mounted heating and cooling equipment to be set back side of the roof out of view from the street. All TV antennas are to be placed in the attic out of view. Satellite Dishes, etc., to be hidden from view from the street. Within one year of occupancy of any home built on a lot in Quail Crest, the front and side yards shall be planted in lawn or other acceptable landscaping so as not to be an eyesore. "Acceptable

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JAMES ASHAUER, DAVIS CNTY RECORDER
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landscaping" and "Lawn" shall be interpreted by the majority of the then existing home owners in the subdivision.

6. **TEMPORARY STRUCTURES.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently.

7. **PRIVATE RESIDENCE: MOVING OF STRUCTURES.** 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. No incomplete building shall be permitted to remain incomplete for a period in excess of one year from the date the building was started.

8. **SIGNS.** No sign of any kind shall be displayed to the public view on any lot except signs advertise the property for sale.

9. **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.

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 owners premises or on leash under handlers control.

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 trash cans, or other equipment for the storage or disposal of such materials shall be kept in a clean or sanitary condition and away from public view.

PART B - GENERAL PROVISIONS

1. **TERMS.** These covenants are to run with the land permanently and shall be binding on all parties and all persons claiming under them unless an instrument signed by two-thirds majority of the then owners of the lots has been recorded, agreeing to change covenants in whole or in part.

2. **ENFORCEMENT.** Enforcement shall be by proceedings at law or in equity against any person violating or attempting to violate any covenant either to restrain violation or to recover damages.

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

4. AMENDMENT. These covenants can be amended by two-thirds majority of the property owners recording an amendment to these covenants.

THIS DECLARATION IS MADE THIS 11 DAY OF August 1997.

By: [Signature]
Neil J. Wall, Member
Wasatch West, L.C.

State of Utah)
:ss.
County of Davis)

On this 11 day of August, 1997, personally appeared before me Neil J. Wall the signers of the within instrument, who duly acknowledged to me that they executed the same.

My Commission Expires: July 14, 2001

[Signature] Notary Public
Residing at: _____

