

11-456-3341-4000
DECLARATION OF PROTECTIVE COVENANTS, AGREEMENTS,
RESTRICTIONS, AND CONDITIONS AFFECTING

WHISPERING WILLOWS ESTATE #3

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SHERYL L. WHITE, DAVIS CNTY RECORDER
1999 JUL 14 4:08 PM FEE 77.00 DEP JB
REC'D FOR SECURITY TITLE COMPANY

PART A. PREAMBLE

THAT, WHEREAS, The undersigned being owners of the following described real property to located in the City of Layton City, Davis County, State of Utah, to-wit:

Lots 301 to 341 inclusive, Whispering Willow Est. No.3: according to the official plat thereof, as recorded in the office of the County Recorder of said County, do hereby establish the nature of the use and enjoyment of all lots in said subdivision and do declare that all conveyances of said lots shall be made subject to the following conditions, restrictions and stipulations.

Lot 327, 328, 329, 330, 331, 332, 333, 334, 335 may be used in connection with a water pipeline and associated surface vents and underground water system equipment and facilities, and all construction, installation, operation, maintenance, repairs, inspections, removal and replacement of pipelines as may be associated therewith. The surface of said lots may be retained as developed open space, or may be improved as a park for the use and benefit of the owners of lots within the Whispering Willows Estates No. 3 Subdivision and or public in general, or may be developed and used for residential purposes. Improvements may be made upon said lots consistent with such use as a park. Except as set forth above, none of such Lots 327 through 335, and no part of any such lots, shall be used for any purpose other than single family residence. There shall not exist on any lot at any time more than one residence. In the event any such lot is to be used for residence purposes, each of such lots to be used for residence shall thereupon be subject to this Declaration. The care and maintenance of Lots 327-335 shall be the responsibility of the owner of the lots.

PART B. RESIDENTIAL AREA COVENANTS

1. All lots in the subdivision shall be known and described as residential lots and no main structure shall be erected, altered, placed or permitted to remain on any residential lot other than a detached single family dwelling not to exceed two stories in height and a minimum of a two car attached garage.
2. No building shall be erected, altered or placed 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 exterior design with the existing homes and as to location with respect to topography and finish elevation.
3. All plans and specifications must be approved by the developers prior to starting construction. Construction on all lots must commence within 180 days of the date of purchase and plan approval and proceed in an orderly and expeditious manner. In the event that construction has not been commenced within 180 days, written approval must be obtained from the developers.
4. All dwellings shall have a minimum of at least 8' side yards, subject to Layton City ordinance. Eaves, steps and open porches shall not be considered as part of the building. A detached garage or other permitted accessory building shall be placed according to Layton City requirements and Architectural committee approval.
5. No dwelling shall be permitted on any lot with the finished ground floor area of the main structure, exclusive of open porches and garages, of less than 1250 square feet for the one story dwelling with not less than brick front and 4 foot of brick on both sides, stucco, rock or a combinations thereof. Not less than 1,700 square feet finished living space above ground, with a minimum of brick front, rock, or stucco and 4 foot brick on each side on the main floor for dwelling of more than one story. Multilevel dwelling not mentioned above must be reviewed for approval and acceptance by the architectural control committee. Used brick may be used only with written approval of the Architectural Control Committee. All homes are required to have a minimum 20 year grade organic shingles, tile or wood shake roofs. All roofs shall have a minimum 6/12 pitch roof, a lesser pitch must be approved by the Architectural Control Committee. The construction materials for each home and or detached building shall

be of a quality equal to or superior to FHA or VA requirements. Concrete tilt up walls, steel buildings and steel framed buildings, log homes and other non conventional type systems will not be allowed unless such structure can be deemed in harmony with adjacent homes by the architectural control committee.

6. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood.

E 1531862 B 2532 P 727

7. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat . Within the easements, no structures, planting, or other material shall be placed which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through the drainage channels 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.

8. No lot shall be maintained as a dumping ground for rubbish, trash, garbage or other waste, no noxious weeds shall be allowed to grow, landscaping must begin within six months of possession of the lot. All waste materials shall be kept in a sanitary container, with regular removal when filled. No unsightly materials or other objects are to be stored on any lot in view of the general public, trailers, boats, etc. must be kept behind the front line of the house or garage, no RV parking in front of the residence. No noxious weeds

9. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any lot.

10. No roof top antennas for television, ham radio, citizen band, or similar electronic receiving or sending device shall be permitted with in view from any other lot, small satellite dishes of not more than 2 foot diameter will be allowed.

11. The provisions of this Part shall apply to all lots which are to be used for residential purposes; provided, however, that the application of the provisions of this Part to Lots 327 through 335 shall not affect or limit the easement, use, or water pipeline and associated underground system equipment and facilities as allowed by Part A of this declaration.

PART C. ARCHITECTURAL CONTROL COMMITTEE

1. The committee may designate members to act for them. The committee shall have authority to select successors. No members of the committee or designated representatives shall be entitled to compensation for services performed pursuant to this covenant. The committee's approval or disapproval as required within these covenants shall be in writing. The architectural committee shall be comprised of Edward D. Green and L. Dale Green, until such time as 75% of the development is complete or until such time, a new Architectural committee is designated.

PART D. GENERAL PROVISIONS

1. THESE COVENANTS are to run with the land and shall be binding on all parties, successors or persons claiming under them 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 no instrument is signed by a majority of the then owners of the lots has been recorded changing said covenants in whole or in part. Enforcement shall be proceedings at law or in equity against any persons violating or attempting to violate any covenants either to restrain him or them from doing so, or to recover damages thereof. Invalidation of any one of or these covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

GREEN & GREEN, L.C.

L. Dale Green
L. DALE GREEN

Edward D. Green
EDWARD D. GREEN

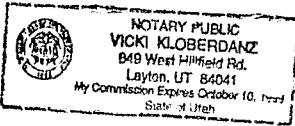
ACKNOWLEDGEMENT

STATE OF UTAH
COUNTY OF DAVIS

On the 14th of July 1999, personally appeared before me L. DALE GREEN AND EDWARD D. GREEN the signers of the within instrument, who are duly registered agents of GREEN & GREEN, L.C.. acknowledge to me that they executed the same.

NOTARY PUBLIC

Vicki Kloberdanz



Notary Public Seal for Vicki Kloberdanz, 848 West Hillfield Rd., Layton, UT 84041. My Commission Expires October 10, 2001. State of Utah.

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