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**DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS
OF
OAK WOOD ESTATES, LOT 901**

THIS DECLARATION (the "Declaration") is made this 13th day of June, 2018, by Robert J. Dale and Ann M. Dale (collectively, "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of the following subdivided lot ("Lot"): *a conservation subdivision*

- (i) Lot 901, Oak Wood Estates, Phase 9, according to the official plat thereof recorded on May 8, 2018 in the Office of the Davis County Recorder as Entry No. 3092015, in Book 7010, at Page 274.

WHEREAS, Declarant intends that the Lot shall hereafter be subject to the covenants, conditions, restrictions, reservations, assessments, charges, and liens herein set forth.

NOW, THEREFORE, in consideration of the premises and as part of the general plan for improvement of the Lot and the development for which the Lot is a part, Declarant does hereby establish the nature of the use, maintenance and enjoyment of the Lot, and does declare that all conveyances of the Lot shall be made subject to the following conditions, restrictions, reservations, assessments, covenants, liens, and stipulations herein set forth that shall be binding upon all parties having any right, title or interest in or to the Lot, or any part of the Lot and upon their heirs, successors, and assigns, and shall inure to the benefit of each owner (an "Owner") thereof.

1. LAND USE AND BUILDING TYPE. Except as otherwise provided in Paragraph 17 below, the Lot shall only be used for residential purposes. No buildings shall be erected, altered, placed, or permitted to remain on the Lot other than one detached single-family dwelling, not to exceed one story, excluding the basement, and not to exceed 35 feet in height as measured from the lowest point on the building site of the Lot where the home will actually be constructed, at that site's current dirt elevation, to the very highest point on the home's roof, including any roof weather vanes or other roof ornamental structures or additions of any kind (which vanes, structures, or additions must be first approved in writing by the "Committee" as that term is hereinafter defined). Further, the current elevation of the Lot's home building dirt site shall not be increased

in any way, including without limitation by adding dirt or any other fill of any kind to the site or another other part of the Lot. Nothing herein shall restrict the installation of typical home footings or foundations installed from the current dirt level of the home site that are not unusually tall, and provided that measurement of the total height of the dwelling shall remain from the dirt level, as provided above, and not from any footings, foundations, or floors (with any other structures incident to the dwelling to be subject to approval as hereinafter provided, including in Paragraphs 2, 3, and 4 below). No building shall be located on the Lot nearer to the front Lot line or the rear Lot line than the minimum building set-back lines required by Farmington City. The home shall be constructed so that what would typically and reasonably appear to be the front of the house faces the street; no house shall be constructed so that what typically and reasonably appears to be the back of the house faces the street.

2. POOLS, FOUNTAINS AND SPORT COURTS. Any desired pool, spa, fountain, game court, or tennis court on the Lot must be expressly approved by the Committee (as that term is hereinafter defined) and shall be located to avoid impacting an adjacent Lot or other property with light or sound and shall not be located in front yards. Pool heaters and pumps on the Lot must be screened from view and sound insulated from neighboring houses. Skateboard ramps are prohibited.
3. ARCHITECTURAL CONTROL. No building shall be erected, placed, or altered on the Lot until the construction plans and specifications and a plan showing the location of the structure have been approved in writing by Oak Wood Estates Architectural Control Committee, Inc., an existing or to-be-organized non-profit corporation (the "Committee") as to the quality of workmanship and materials, harmony of external design with existing structures, and location with respect to topography and finish grade elevation. Drawings submitted to the Committee shall include:
 - A. Plot plans to scale showing the entire site, building, garages, walks, drives, fences, lights, and retaining walls, with elevations of the existing and finished grades and contours, including those at the outside corners of the buildings and at adjacent property lines and street fronts, and elevations of floors from a designated point on the street.
 - B. Detailed floor plans showing dimensions and measurements.
 - C. Detailed elevations, indicating all materials and showing existing and finished grades.
 - D. Detailed sections, cross and longitudinal.
 - E. Details of cornices, porches, windows, doors, garages, garden walls, steps, patios, fences, carriage lights, etc.
 - F. Specifications giving descriptions and color samples of materials to be used on the exterior of the residence.

Once approved by the Committee, no changes or deviations in or from the plans and specifications shall be made without the prior written approval of the Committee. Subsequent to receiving approval of the Committee and prior to the commencement of construction, each Owner shall be responsible for obtaining a building permit from Farmington City. No fence or wall shall be erected, placed, or altered on the Lot nearer to any street than the front building setback line unless similarly approved. Chain link fences are not allowed on the Lot except for use as a reasonably-sized dog run located within the boundaries of the Lot. Side and backyard fences on

the Lot shall not exceed a height of five (5) feet. All fences on the Lot shall be a horizontal three-rail and vertical post, white ranch-style fence type, or ornamental wrought iron, and subject to approval in writing by the Committee. An exception will be made for pool fencing to comply with Paragraph 13 below.

4. DWELLING QUALITY AND SIZE. It is the intention and purpose of this Declaration to assure that all dwellings shall be of quality workmanship and materials. Each dwelling on the Lot shall be constructed of wood or steel frame with brick, rock, cultured stone, long-term clapboard, and/or stucco, or combinations thereof, with glass windows. All homes shall be constructed with at least fifty percent (50%) masonry on the street facing side, and at least twenty five percent (25%) on the remaining sides, unless otherwise approved in writing by the Committee. Aluminum, steel, and vinyl siding may only be used on the Lot for soffit and fascia. The ground floor area of the main structure, exclusive of an open porch and enclosed garages, shall not be less than 1,900 square feet. A full basement is required. Any exceptions shall require the approval of the Committee. No dwelling or garage on the Lot shall be constructed or reconstructed with a flat or substantially flat roof. All roofs on the Lot shall have a minimum 6 in 12 pitch, unless otherwise approved by the Committee. All roofs on the Lot shall be of 25-year architectural grade asphalt shingles, slate shingles, or of architectural tile in natural colors. Any addition to a dwelling or garage on the Lot must be approved in writing in advance by the Committee. All construction is to be of new materials, except that used brick may be used if prior written approval is given by the Committee. At least a private two-car garage is mandatory but shall not exceed a four-car garage (including any garage intended for the storage of a boat or other recreational vehicle). No carports are or will be allowed on the Lot. Detached garages, guest quarters, barns and pool houses on the Lot must be approved in writing by the Committee. Storage buildings on the Lot must also be approved in writing by the Committee. Storage sheds on the Lot shall not to exceed 200 square feet and must be constructed on a concrete slab and of the same building quality materials as used for the home. No used sheds will be allowed on the Lot. Exceptions may be considered by, and must be approved in writing by, the Committee. No structure of any kind shall be permitted to remain incomplete (complete is defined as receipt of a Certificate of Occupancy from Farmington City) for a period in excess of one year from the date the building was started as evidenced by the date upon which the excavation of a basement commenced, unless approved in writing by the Committee. No prefabricated or modular single-family homes shall be allowed. Outbuildings and all other storage buildings must conform to the main structure in style and material choice. The color of all exterior materials used for all improvements shall be disclosed to the Committee in the original submission and shall be subject to written approval by the Committee.
5. LOT AREA. No Lot shall be reduced in size from the size as shown on the recorded plat identified in the Recitals to this Declaration (the "Plat"). Exceptions will be considered by, and shall be subject to obtaining written approval from, the Committee, and shall be in compliance with Farmington City Subdivision ordinances.
6. LANDSCAPING. Lawns, patio, and garden areas on the Lot must be approved by the Committee. Lot Owners are encouraged to plant trees and shrubs to enhance the natural beauty, provide windbreaks, and improve soil erosion control. The planting of trees on the Lot that will have a high profile and obstruct the view from neighboring lots must be approved in writing by the Committee. Owners of the Lot shall be responsible for planting all trees required by Farmington City, including, without limitation, any street tree planting ordinances.

No Lot Owner shall alter the slope and/or contour of its Lot in a manner that will materially increase the discharge of water onto the surface of any sidewalk, street, or adjoining Lot or adjoining property. All materials used to retain and contour the slope of the Lot must conform to the natural beauty and color of the Lot, and must be approved in writing by the Committee.

Each dwelling on the Lot shall have installed surrounding it an outdoor landscape sprinkler system for fire protection and irrigation.

Landscaping on the Lot may include a combination of lawn, shrubs, or ground cover. Ground cover may include vegetative vines, low-spreading shrubs, or annual or perennial flowering or foliate plants. Ground cover on the Lot may also include mineral or non-living organic permeable material in not more than twenty percent (20%) of the net landscaped area, unless otherwise approved in writing by the Committee. Mineral ground cover on the Lot may include such materials as rocks, boulders, or brick over sand. Species, size, and placement of landscape elements on the Lot shall be determined by the Owner subject to written approval by the Committee prior to commencement of landscaping.

Installed landscaping on the Lot shall at all times be reasonably nurtured and maintained including, without limitation, the regular cutting, trimming, and watering of lawns, bushes, trees, and other vegetation in season, and the control and elimination of weeds

7. EASEMENTS, SLOPE AND DRAINAGE CONTROL. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Plat. No structure, planting or other material shall be placed on the Lot or permitted to remain, or other activities undertaken, which in any way creates erosion or sliding problems. The easement areas set forth on the Plat, and all improvements in them, shall be maintained continuously by the Owner of the Lot, except for any improvements for which a public authority or utility company is responsible. Without limiting the foregoing, the Owner of the Lot shall not block or impair, and shall maintain in good functioning condition and repair, the drainage pipeline that has been installed near the rear of the Lot in the location set forth on the Plat.

8. NUISANCES. No rubbish or debris of any kind shall be placed or permitted to accumulate upon the Lot. No odors shall be permitted to arise from the Lot so as to render any such Lot or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. No noise, offensive activity, or other nuisance shall be permitted to exist or operate on the Lot. Without limiting the foregoing provisions, no exterior speakers, horns, whistles, bells, or other sound devices (other than security devices used exclusively for security purposes) shall be located, used, or placed on the Lot without the prior written approval of the Committee, and, if approved, shall not be permitted to cause a nuisance for any adjacent Lot or other property as determined in the sole judgment of the Committee. No automobiles, trailers, boats, or other vehicles are to be stored on streets or front yards of the Lot. Storage on side yards of the Lot is permitted only if such vehicles are in running condition, properly licensed, and are being regularly used. The use of motorcycles, ATVs, and other motorized recreational vehicles which may produce audible annoyance to the Owners shall be limited to ingress and egress of the Lot. The burning of rubbish, leaves, or trash on the Lot is prohibited. No Owner shall permit any condition to exist upon the Lot which shall induce, breed, or harbor infectious plant diseases or noxious insects (the planting and maintenance of gardens shall not constitute a violation of this provision). No tank for the storage of fuel may be allowed or used without the prior written consent of the Committee.

9. WATER DISCHARGE. It shall be unlawful for any person owning, occupying, or having control of any portion of the Lot to suffer or permit irrigation or water from the roof or eaves or any house, building, or other structure, or from any source under the control of such person, to be discharged and spread upon the surface of any sidewalk, street, or adjoining Lot or adjoining property. This is intended to require that the Lot Owner maintain such water on its Lot.
10. DECLARANT EXEMPTION. Nothing contained in this Declaration shall be construed to prevent the erection or maintenance by Declarant, or its duly authorized agents, of temporary structures, trailers, improvements, or signs necessary or convenient to the development, marketing, or sale of the Lot.
11. PARKING AND STORAGE. No major mechanical work or repairs are to be conducted in streets or front yards of houses on the Lot. No commercial-type vehicles and no trucks over one-ton capacity shall be parked or stored on the front yard setback of the Lot, or on the residential street except while engaged in transportation. Trailers, mobile homes, trucks over one-ton capacity, boats, campers not on a truck bed, motor homes, buses, tractors, and maintenance and commercial equipment of any kind on the Lot shall be parked or stored in an enclosed garage or behind the front yard setback in an enclosed area screened from street view as approved by the Committee. 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.
12. TEMPORARY AND OTHER STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on the Lot at any time as a residence, either temporarily or permanently. No old or second-hand structures shall be moved onto the Lot. All dwellings and other buildings on the Lot shall be constructed of new materials and good quality workmanship. No pre-manufactured homes are permitted.
13. ACCESSORY STRUCTURES. Patio structures, trellises, sunshades, gazebos, and any other appurtenant buildings on the Lot shall be constructed of materials consistent with the colors, textures, and materials approved for the dwelling and shall be integral to the architecture of the house and subject to the prior written approval of the Committee. It is understood that outbuildings such as swimming pool and tennis court dressing facilities may be constructed on the Lot as long as they are in conformity with the requirements of this Declaration and approved in writing by the Committee. All pools must be fenced in strict compliance with local ordinances and with the prior written approval of the Committee as to fence design and material.
14. SIGNS. Except for personal-not commercial-events not lasting longer than 3 days, and election promotional signs not to be placed on the Lot for longer than two weeks, no signs of any kind shall be displayed to the public view on the Lot, except one sign of not more than five square feet advertising the Lot for sale or rent, or signs used by a builder to advertise only during the construction and sales period. Signs for the initial marketing of the Lot shall not be limited by this provision.
15. LEASES. Any lease agreement or other agreement permitting occupancy between an Owner of the Lot and a lessee or occupant thereof shall require that such lessee and/or occupant comply with all of the terms, covenants, conditions and restrictions of this Declaration. All such leases and/or agreements shall be required to be in writing.

16. 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 on the Lot except in enclosed sanitary containers that shall not be left at the front of the Lot except on the day of collection and the night before. No incinerators or burning are allowed on the Lot. Equipment for the storage of disposable material on the Lot shall be kept in a clean and sanitary condition. Each Lot and its abutting portion of the street are to be kept free of trash, weeds, and other refuse by the Lot Owner. No unsightly materials or other objects are to be stored on the Lot in view of the general public.
17. ANIMALS. Dogs, cats and other household pets may be kept on the Lot provided that they are not kept, bred, or maintained for any commercial purposes and are restricted to the Owner's premises or on a leash under handler's control, except as provided by law. Other animals may be kept on the Lot only to the extent not prohibited or restricted by applicable Farmington City ordinances and only in conformance with applicable Farmington City ordinances. Nothing in this Declaration shall preclude Declarant, or either of them, from using the Lot as horse pasture while owned by Declarant or either of them, or with the permission of any other owner of the Lot.
18. NO HAZARDOUS ACTIVITIES. No activities shall be conducted on the Lot, and no improvements shall be constructed on the Lot, which are or might be unsafe or hazardous to any person, lot, or property. Without limiting the generality of the foregoing, neither open fires nor incinerators shall be lighted or permitted on the Lot except in a contained barbecue unit while attended and in use for cooking purposes, or within a safe and well designed fireplace or fire pit.
19. REPAIR OF BUILDINGS. No improvement upon the Lot shall be permitted to fall into disrepair, and each such improvement shall at all times be kept in good condition and repair and regularly painted or otherwise finished by the Owners thereof. Damage to a structure shall be immediately repaired or the structure shall be razed by and at the cost of the Owners.
20. IMPROVEMENTS AND ALTERATIONS. There shall be no excavation, construction, or alteration which in any way alters the exterior appearance of any improvement within the Lot, nor affects the removal of any improvements on the Lot (other than repairs or rebuilding) without the prior written approval of the Committee.
21. ROOFTOP ANTENNAS AND OTHER DEVICES. Television antennas on the Lot are to be placed in the attic out of view. Satellite dishes on the Lot shall be the small 18-inch or smaller diameter dishes only and are to be hidden from view of the street. No ham radio, citizens 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 if exposed to view from any other lot or property. 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 neighbor's home or home entertainment facilities or equipment. All air conditioning and heating equipment must be screened from view and insulated for sound attenuation. Rooftop evaporative coolers are prohibited. Solar panels will be permitted only with the express written consent of the Committee and must be designed to blend with the dwelling architecture. Meter locations are to be designed into the architecture of the dwelling and screened from view. This provision does not apply to digital readout units. Exterior lights detached from dwellings must be approved by the Committee. All rooftop equipment must be coated or painted in colors compatible with the dwelling.
22. CONSTRUCTION AND LANDSCAPING SCHEDULE. Any home being constructed on the Lot shall be completed, and a certificate of occupancy for the same obtained, within twelve

months of the start of construction. Landscaping and irrigation of the Lot shall be completed in accordance with plans previously approved in writing by the Committee within twelve months of receipt of the certificate of occupancy. Gravel areas on the Lot are not permitted.

23. COMMITTEE MEMBERSHIP. The initial owners and directors of the Committee shall be Lonnie M. Bullard, H. Lewis Swain, and Ann M. Dale (hereinafter sometimes referred to as "members" of the Committee). A majority of the Committee may designate one of its members to act as a spokesperson for it. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to and shall designate a successor by majority vote. Except for the original members of the Committee, any member of the Committee may be removed and shall be replaced by a majority vote of the Committee members. Neither the members of the Committee, nor its designated spokesperson, shall be entitled to any compensation for services performed pursuant to this Declaration. This Declaration shall not be amended or changed unless such amendment or change is approved by a majority vote of the three-member Committee, as then constituted, or by Declarants while they own the Lot.
24. PROCEDURE. The Committee's approval or disapproval as required in this Declaration shall be in writing and by majority vote. In the event the Committee, or its designated spokesperson, 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; provided, however, that nothing in this sentence shall excuse the Owners of the Lot from otherwise complying with this Declaration. The Committee and its members shall have no responsibility to enforce building codes, zoning ordinances, or other statutes, laws, or ordinances affecting the development or improvement of real property, and shall have no liability to any Owner for any plans approved in a manner that included any such violation. The Committee and its members further shall have no liability to any Owner for the enforcement or lack thereof of this Declaration or the provisions herein. Corrections or changes in plans to bring them into conformity with applicable codes must be approved, in writing, by the Committee prior to construction.
25. TERM. The covenants, conditions, restrictions, reservations, assessments, charges, and liens set forth in this Declaration are to run with the land and shall be binding, as they may be amended from time to time, as provided herein, on all parties and on all persons claiming an interest in the Lot, for a period of thirty years from the date this Declaration is recorded, after which time said covenants, conditions, restrictions, reservations, assessments, charges, and liens shall be automatically extended for successive periods of ten years each.
26. ENFORCEMENT. The Committee shall have the right, but not the obligation, to enforce, through any permitted proceeding at law or in equity, the terms, provisions, restrictions and requirements of this Declaration. Any failure to insist upon the strict performance of or compliance with any of the terms, provisions, covenants and requirements of this Declaration shall not result in or be construed to be an abandonment or termination of this Declaration or any waiver of the right to insist upon such performance or compliance with the terms of this Declaration in the future. If any action or proceeding is brought because of a default under, or to enforce or interpret any of the covenants, provisions, or requirements of, this Declaration the party prevailing in such action or arbitration shall be entitled to recover from the unsuccessful party reasonable attorneys' fees (including those incurred in connection with any appeal), the amount of which shall be fixed by the court or the arbitrator and made a part of any judgment rendered.

27. SEVERABILITY. Invalidation of any provision set forth in this Declaration by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has executed this Declaration to be effective as of the date first written above.

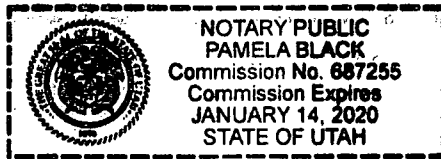
DECLARANT:
[Signature]
Robert J. Dale
[Signature]
Ann M. Dale

STATE OF UTAH)
) ss:
COUNTY OF DAVIS)

The foregoing instrument was acknowledged before me this 13th day of June, 2018, by Robert J. Dale.

[Signature]
Notary Public
Residing at: [Signature]

My Commission Expires:
Jan 14, 2020



STATE OF UTAH)
) ss:
COUNTY OF DAVIS)

The foregoing instrument was acknowledged before me this 13th day of June, 2018, by Ann M. Dale.

[Signature]
Notary Public
Residing at: [Signature]

My Commission Expires:
Jan 14, 2020

