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RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
11/20/2019 10:24:00 AM  
FEE \$40.00 Pgs: 14  
DEP eCASH REC'D FOR FIRST AMERICAN TITLE

Declartion Of Protective Covenants  
Lakeshore Vistas Subdivision

15-018-0001 thru  
15-018-0029

**DECLARATION OF PROTECTIVE COVENANTS  
Lakeshore Vistas Subdivision**

This DECLARATION OF PROTECTIVE COVENANTS FOR Lakeshore Vistas Subdivision Lots 1 - 29 is made and executed by Edward D Green and Mike Schultz (Hereinafter referred to as the "Declarants"). Lot 30 is a preexisting home and will not be included or bound by any part of this declaration.

15-018-0001 thru  
15-018-0029

**RECITALS**

- A. This Declaration of Protective Covenants affects that certain real property located in the City of Layton, County of Davis, State of Utah described with particularity in Article II set forth below (the "Tract").
- B. Declarant is the owner of the Tract.
- C. The Property is an area of unique natural beauty, featuring distinctive terrain;
- D. By subjecting the Property to this Declaration, it is the desire, intent and purpose of Declarant to create a community in which beauty shall be substantially preserved, which will enhance the desirability of living on that real estate subject to this Declaration, and which will increase and preserve the attractiveness, quality and value of the lands and improvements therein.
- E. Declarant has constructed, or is in the process of constructing, a residential subdivision upon the Tract.
- F. All of such construction has been, or is to be, performed in accordance with the plans contained in the Record of Survey Map to be recorded concurrently herewith.
- G. Declarant intends to sell to various purchasers the fee title to the individual Lots contained in the subdivision.
- H. The Declarant desires that the subdivision be known as Lakeshore Vistas Subdivision
- I. The streets in the subdivision shall be dedicated to Layton City.

- J. The Declarant desires that the Tract shall be subject to the protective covenants herein recited.
- K. The Declarant desires, by filing this Declaration of Protective Covenants, to submit the Lakeshore Vistas Subdivision and all improvements now or hereafter constructed thereon to the terms, covenants, conditions and restrictions set forth below, which shall constitute equitable servitudes and shall run with the land.

#### **AGREEMENT**

Now, therefore, THE Declarant does hereby establish the nature of the use and enjoyment of all Lots in the subdivision and does hereby declare that the conveyances of said Lots shall be made subject to the following conditions, restrictions, stipulations, and provisions:

#### **ARTICLE I. DEFINITIONS**

When used in this Declaration (including in that portion hereof entitled "Recitals"), each of the following terms shall have the meaning indicated;

- 1. Declaration shall mean and refer to Declaration of protective covenants for Lakeshore Vistas Subdivision
- 2. Lot shall mean and refer to a portion of the Property intended for any type of independent ownership and use as may be set out in this Declaration and as shall be shown on the Plats or Surveys filed with this Declaration. Where the context indicates or requires, the term Lot includes any structure constructed or located on the Lot.
- 3. Lot Owner shall mean and refer to the person who is the owner of record (in the office of the County Recorder of Davis County, Utah) of a fee or an undivided fee interest in a Lot. The term Lot Owner does not mean or include a Mortgagee or a beneficiary or trustee under a deed of trust unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.
- 4. Owner shall mean and refer to a Lot Owner.

5. Project shall mean and refer to Lakeshore Vistas Subdivision.
6. Property shall mean and refer to the Land, real estate, or real property which is submitted to this Declaration.
7. Record of Survey Map shall mean and refer to the record of survey map or maps of this subdivision on file with the Davis County Recorder.
8. Street or Streets shall mean and refer to the roads within Lakeshore Vistas Subdivision, which are or will be dedicated to Layton City.
9. Survey Map shall mean and refer to the Record of Survey Map.
10. Tract shall mean and refer to the real property subject to the protective covenants of this Declaration.

#### ARTICLE II. SUBMISSION

The Land described with particularity below is hereby made subject to these protective covenants, conditions and restrictions: See Exhibit "A," attached hereto and incorporated herein by this reference;

SUBJECT TO the described easements and rights of way;

TOGETHER WITH all easements, rights-of-way, and other appurtenances and rights incident to, appurtenant to, or accompanying the above-described parcel of real property; and

ALL OF THE FOREGOING IS SUBJECT TO: All Patent reservations and exclusions; any mineral reservations of record and rights incident thereto; all instruments of record which affect the above-described Tract or any portion thereof including, without limitation, any mortgage or deed of trust; all visible and necessary easements and rights-of-way; all easements and rights-of-way of record; any easements, rights-of-way, encroachments, or discrepancies shown on or revealed by the Survey Maps or otherwise existing; an easement for each and every improvement, equipment, pipes, lines, cables, wires, utility systems, or similar facilities which traverse or partially occupy the above-described Tract.

**ARTICLE III. RESIDENTIAL AREA COVENANTS**

1. Land Use and Building Type. This s a residential subdivision and all Lots must be used exclusively for residential purposes which includes both the architecture and appearance of the buildings and the nature of their use. All fences, outbuildings and parking areas are to be maintained as to not detract from the value of the adjacent property owners. All building plans and specifications must be approved by the Declarant in writing. The front exterior elevations of all buildings shall be maintenance free stucco, brick or rock. Siding, wood, or other construction materials are not allowed on the front exterior elevations.
2. Architectural Control. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Declarant as to the 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 front building setback line unless similarly approved.
3. Dwelling Cost, Quality and Size. No dwelling shall be permitted on any lot with the finished above ground area, exclusive of open porches and garages, of less than 1400 sq. feet (with 2 a car garage) and 1750 sq. feet (with 2 a car garage), finished living space above ground for a two story. All structures shall have 30% Rock or Brick on front, remainder of home to be stucco or fiber cement board. Multi-level dwelling not mentioned above must be reviewed for approval and acceptance by the architectural control committee. Used brick may only be used with approval of the architectural control committee. No vinyl siding will be permitted. All roofs shall have a minimum of 5/12 pitch roof, unless reviewed and approved. The construction materials for each home and or detached building shall be of quality equal to or superior to FHA or VA requirements. Concrete tilt up walls, steel framed buildings, log homes and other non-conventional type building systems will not be allowed unless such structure can be deemed in harmony with adjacent homes by the architectural control committee. No swamp cooler or window mount coolers are allowed. With

unanimous approval of Architectural Control Committee, exceptions can be made to Section 1-3.

4. Location of Dwelling. The Declarant shall determine the location of a home upon a lot, which must be within the Buildable Area designated on the Map.
5. Easement. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Plat and over the rear ten (10) feet of each lot. Within these easements, no structure, planting or 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 or flow of drainage channels in the easements, or which may obstruct or retard the 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.
6. Prohibited Activities. No noxious or offensive activity shall be carried on in, on or about any lot. Nothing shall be done or omitted on a lot or the Common Elements, which may be or may become an annoyance or nuisance to the neighborhood. The following acts or activities shall be deemed to constitute a nuisance:
  - a. The development of any unclean, unhealthy, unsightly, or unkempt condition on, in or about a lot or the Common Elements, including the Landscape Easement;
  - b. The storage of any item, property or thing that will cause any lot or the Common Elements to appear to be in an unsightly, unclean, unhealthy, or untidy condition or that will be noxious to the senses;
  - c. The storage of any substance, toxin, hazardous waste, pollutant, thing or material in, on or about any lot or the common elements that do or are likely to emit any foul, unpleasant or noxious odors, or that do or are likely to cause any unreasonable amount of noise or other condition that does or is likely to disturb the peace, quiet, safety, comfort, or serenity of the other residents at the Project;

- d. Actions or activities tending to cause embarrassment, discomfort, annoyance, distress or a disturbance to any other residents, or their guests or invitees, particularly if the local law enforcement agencies must be called to restore order; and
  - e. The maintenance of any plants, animals, devices or things of any sort whose activities or existence in any way is illegal, noxious, dangerous, unsightly, unpleasant, or of any nature as may diminish or destroy the enjoyment of the neighborhood by or their residents, their guests, visitors or invitees.
  - f. The drying of clothes or storage of any articles which are unsightly (in the sole opinion of the Declarant and the Association) will not be permitted unless in enclosed areas designed for such purposes.
7. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-buildings shall be used on any lot at any time as a residence either temporarily or permanently. No Mobile Homes, pre-fabricated homes, or homes built off the Property are permitted.
8. Signs. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot, one sign of not more than 2'x 2' square feet advertising the proper "For Sale" or "For Rent", except signs used by the Declarant to advertise the property during the construction and sales period may be as large as deemed appropriate by the Declarant.
9. Pets, Animals, Livestock and Poultry. No pets, animals, livestock or poultry of any kind shall be bred in, on or about the project. Up to two (2) domestic pets per unit are allowed; provided however pets must be properly licensed and registered (if required) with the appropriate governmental agencies owners may be required to pay a pet deposit to the Board of Trustees obtain a certificate of registration from the Association and abide by all local ordinances and pet rules and regulations adopted from time to time. Pets may not create a nuisance. The following acts may constitute a nuisance: (a) causing damage to the property of anyone other than the pet owner; (b)

causing unreasonable fouling of the air by odors; (c) causing unsanitary conditions; (d) defecating on any common area when the feces are not immediately cleaned up by the responsible party; (e) barking, howling, whining or making other disturbing noises in an excessive continuous or untimely fashion; (f) molesting or harassing passersby by lunging at them or chasing passing vehicles; (g) attacking or threatening to attack people or other domestic animals; (h) otherwise acting so as to bother annoy or disturb other reasonable residents or interfering with their right to the peaceful and quiet enjoyment of their property; or (I) the mere number of pets maintained creates an offensive or dangerous condition to the health, welfare or safety of other residents. Pets in the Common Element area must be in a cage or on a leash and under the control of a responsible person. Per Layton City ordinance.

10. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish, trash, refuse garbage or other waste, which shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Each lot and its abutting street are to be kept free of rubbish, trash, refuse, garbage, waste, litter, weeds, mud and dirt and other similar items by the lot owner, or builder.
11. Unsightly Materials and Objects. No unsightly materials, items, objects or things that impair the aesthetics or value or use or utility of the project are to be stored on any lot in view of the general public.
12. Sight Distance at Intersections. No fences, wall, hedge, or shrub planting which obstructs sight lies at elevations between two (2') and six (6') above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty five (25') feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply on a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines. Subject to Layton City ordinance.

13. 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.
14. 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 or 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.
15. Fencing. No fence or other similar structure shall be erected in any required front yard of a dwelling to a height in excess of three and one-half (3.5') feet; nor shall any fence or other similar structure be erected in any side or rear yard to a height in excess of six (6') feet. On corner lots, no fence or other similar structure shall be erected in any yard bordering a street or front yard of an adjoining lot to a height in excess of three and one-half (3.5') feet. Fencing shall be vinyl, iron, or composite.
16. Parking and Storage. All motor vehicles driven on or transported into the Project shall be subject to the following restrictions:
  - a. No damaged (in excess of \$1000.00) or inoperative motor vehicle or transportation device of any kind shall be placed or remain on any lot or adjacent street for more than forth-eight (48) hours.
  - b. No recreational, oversized, or commercial type vehicles and no tractor-trailer trucks shall be parked on the front yard setback of any lot, or within the side yard building setback on the street side of a corner lot, or on the residential street except while loading or unloading (no more than forth-eight (48) hours or more than one (1) time

during any seven (7) day period or engaged in transportation

- c. No pads used for the storage of vehicles or other materials either temporarily or permanently shall be constructed or installed, nor shall any trailers, mobile homes, trucks other three (3) quarter ton capacity boats and watercraft, campers not on a truck bed, motor homes, buses, tractors, commercial, oversized or recreational vehicles, or maintenance and commercial equipment of any kind be parked or stored in the Project unless it is behind the front yard setback and without the side yard building setback on the street side of a corner lot.
  - d. No motor vehicle or any other transportation device of any kind may be parked or stationed in a fire lane or in a red zone, in an unsafe or dangerous manner, or so as to obstruct or block access to any lot, driveway, street, or other transportation device.
  - e. The storage or accumulation of junk, trash, manure or other offensive or commercial materials is prohibited.
  - f. Facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view.
  - g. Open yard space shall remain unoccupied and unobstructed by buildings, vehicles, and/or hard surfaces such as asphalt, cement and packed surface from this time henceforth and forever.
  - h. Any violations of Layton City ordinances are expressly prohibited.
17. Pools, Spas, Game Courts and Batting Cages. Pools, spas, game courts and batting cages shall be located so as to avoid unreasonably impacting adjacent properties with balls, light or sound. Pool heaters and pumps must be screened from view from the street.
18. Unsightly Work, Hobbies or Unkempt Condition. The pursuit of hobbies or other activities, including but not limited to the assembly and disassembly of motor vehicles and other mechanical devices that might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Project.

19. Business Use. No commercial trade or business may be conducted in or from any lot unless (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Lot; (b) the business activity conforms to all zoning requirements for the Project; (c) the business activity doesn't involve persons coming onto the project who do not reside in the Project or door-to-door solicitation of residents of the Project; and (d) the business activity is consistent with the residential character of the Project and doesn't constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Project, as may be determined in the sole discretion of the Declarant.
20. Laws. Nothing shall be done or kept in, on or about any lot or any part thereof, which would be a violation of any statute, rule, law, ordinance, regulation, permit or other validly imposed requirement of any governmental body.
21. Landscaping. Each Lot Owner is responsible for the landscaping and maintenance of the landscaping on his Lot. All demolition, clearing, grubbing, stripping of soil, excavation, compaction and grading must be performed within the confines of the Lot. All landscaping in the Project shall be maintained and cared for in a manner consistent with the standards of design and quality originally established by Declarant and in accordance with community standards, as determined by the Association. The Board of Trustees may establish specific guidelines and restrictions on landscaping from time to time. All landscaping shall be maintained in an aesthetic, tasteful, clean, safe, sanitary, neat and orderly fashion. Any weeds or diseased or dead lawn, trees, ground cover or shrubbery shall be removed and replaced. All lawn areas shall be neatly mowed and trees, shrubs and bushes shall be neatly trimmed. Aesthetic considerations are important and all landscaping shall be tasteful, so as not to affect adversely the value or use of any other Lot or to detract from the uniform design and appearance of the Project.
22. Storage of Commercial Equipment. No lot shall be used or maintained as a storage area for commercial equipment of any kind for use in a trade or business except as permitted by county codes for a residential

area and then it should be stored out of the general view.

23. Subdivision of Lots. No Lot Owner shall at any time be permitted to subdivide or attempt to subdivide his Lot.

#### ARTICLE IV. DURATION, ENFORCEMENT AND AMENDMENT

1. Duration of Restrictions. These covenants are to run with the land and shall be binding upon all lot owners and all persons claiming any right, title or interest in or to the property by, through or under them for a period of forty (40) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by at least a majority of the then Lot Owners has been recorded, agreeing to change said covenants in whole or in part.
2. Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or avoidable for violation of the rule against perpetuities, then such provisions shall only continue until twenty-one (21) years after the death of all lives in being on the date this instrument is recorded, at which time they shall automatically terminate or be terminated.
3. Binding Effect of Covenants. All Lot Owners shall, at all times, obey all such rules covenants, conditions and restrictions, and see that the same are faithfully observed by those persons over whom they have or exercise control and supervision. It is understood and agreed that such rules, covenants, conditions and restrictions shall run with the land, and shall inure to the benefit of be binding upon all Lot owners and their heirs, successors and assigns.
4. Severability. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the above provisions, which shall remain in full force and effect.
5. Effective Date. This Declaration of Protective Covenants shall become effective the date it is recorded in the Office of the County Recorder of Davis County, Utah.

IN WITNESS WHEREOF, the undersigned have executed these  
covenants and restrictions the 12<sup>th</sup> day of  
November, 2019.

Castle Creek Homes, LLC.

By: 

Mike Schultz

Ed Green Construction Inc.

By: 


Edward D Green

E

STATE OF UTAH                     )  
  ) ss  
COUNTY OF DAVIS                )

On the 12 day of November, 2019, personally  
appeared before me Mike Schultz, Member of Castle Creek Homes, LLC and \*  
, who by me being duly sworn, did say that they are the owners of  
Lakeshore Vistas Subdivision,, and that the within and foregoing  
instrument was signed behalf of said them by authority of the  
same

\* Edward D. Green, President of  
Ed Green Construction, Inc.

  
NOTARY PUBLIC  
Residing At:  
Commission Expires



All of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29 LAKESHORE VISTAS SUBDIVISION, Layton City, Davis County, Utah, according to the official Plat thereof