

Recorded at request of SECURITY TITLE COMPANY Ord or No. 51145 Fee Paid 8.00
 Date Jul 14 1972 at 1:05 P.M. MARGUERITE S. BOURNS Recorder Davis County
 By [Signature] Deputy Book 493 Page 2

367271

DECLARATION OF PROTECTIVE COVENANTS

Whereas Ralph D. Brinton and Associates, a Utah corporation (hereinafter referred to as "Developer") is the owner of the following described real property located in Davis County, Utah:

Lots 1 to 44 inclusive of Country Oaks, a subdivision, according to the official plat thereof recorded as Entry No. 366543 in Book S, Page 485 in the office of the County Recorder.

Whereas it is the desire and intention of the Developer to sell the lots described above and to impose on them mutual beneficial restrictions under a general plan of improvement for the benefit of all the lots in the subdivision and the future owners of those lots;

Now, therefore, the Developer hereby declares that all of the lots described above are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved subject to the following covenants and conditions, all of which are declared and agreed to be in furtherance of a plan for the improvement and sale of the lots described above and are established and agreed upon for the purpose of enhancing and protecting the value, desirability, and attractiveness of the lots. All of the covenants and conditions shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in the above described lots or any part thereof.

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 detached single-family dwelling not to exceed two stories in height and a private garage or carport for not more than three cars; provided, however, that the Architectural Control Committee may permit one or more of the lots to be used for school or church purposes or to be used for a swimming pool and other recreational facilities for the benefit of the owners of some or all of the other lots described above. No dwelling shall be erected, placed or permitted to remain on any lot that does not have attached to it a private garage or carport for at least two cars.

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 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 finished grade elevation.

Unless approved by the Architectural Control Committee, no hedge more than three feet high and no fence or wall shall be

erected, placed, altered or permitted to remain on any lot closer to the front street than the front of the residential structure on said lot, or, where said hedge, fence or wall is located along the boundary line between two adjoining lots, it shall not be closer to the front street than the front of whichever residential structure on the two adjoining lots is nearest to the street.

After the date of filing of these covenants and conditions no tree shall be permitted to grow to such a size that it substantially impairs the view from another lot. The Architectural Control Committee is authorized to determine whether any tree so impairs the view from another lot and to order the cutting back or, if necessary, the removal of any such tree. Such a determination and order by the Committee shall be conclusive upon the lot owners. The expense of cutting back or removal shall be borne by the owner of the lot on which the tree is located.

3. Dwelling Quality and Size. The ground floor area of the main structure, exclusive of garage, carport and any one-story open porches, shall be not less than 1400 square feet for a one-story dwelling, nor less than 1200 square feet for a two-story dwelling. In a split level dwelling the combined area of the single level and each of the two levels in the adjoining two-story portion of the dwelling, exclusive of garage, carport and any one-story open porches, shall total not less than 1800 square feet. It being the purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same as or better than that which can be produced on the date these covenants are recorded.

4. Set Back Lines. Unless a written exception is granted by the Architectural Control Committee where unusual circumstances exist, the following set back lines shall apply:

(a) No building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 30 feet to any side street line.

(b) No building shall be located nearer than 12 feet to an interior lot line, and both side yards, when added together, shall be at least 28 feet. No dwelling shall be located nearer than 30 feet to the rear lot line.

(c) For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

5. Lot Area and Width. No dwelling shall be erected or placed on any lot having a width of less than 100 feet at the point where there is proposed to be located that part of the dwelling closest to the front street, nor shall any dwelling be erected or placed on any lot having an area of less than 15,000 square feet.

6. Easements. Seven foot easements for installation and maintenance of utilities are reserved on front and back lot lines and on some side lot lines as shown on the recorded plat. Within these easements no structure, planting or other materials

shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities. 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.

7. Drainage. No lot shall be graded and no structure or other obstacle shall be erected, placed, or permitted to remain thereon in such a way as to interfere with the established drainage pattern over the lot to and from adjoining land, or, in the event it becomes necessary to change the established drainage over a lot, adequate provision shall be made for proper drainage. Any fence or wall erected along the side or rear property line of any lot shall contain "weep holes" or be otherwise constructed so as not to prevent the flow of surface water from adjoining land where such flow is in accord with the established drainage.

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

9. Use of Other Structures as Residence. No trailer, basement, tent, shack, garage, barn or other outbuilding or any structure of a temporary character shall be used on any lot at any time as a residence either temporarily or permanently.

10. Signs. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

11. Animals. No animals, livestock, or poultry or 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 do not become an annoyance or nuisance to the neighborhood.

12. 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 incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

13. Excavations and Completing Improvements. No excavation shall be made on any lot except in connection with the erection, alteration or repair, of a dwelling or other improvement thereon. When excavation or the erection, alteration or repair of a structure or other improvement has once begun, the work must be prosecuted diligently and completed within a reasonable time.

14. Architectural Control Committee. The Architectural Control Committee shall consist of three members to be selected by the Developer. Any communication to the Committee shall be

addressed to Architectural Control Committee, Country Oaks Sub-division, 875 Donner Way, Salt Lake City, Utah 84108, unless the address is changed by written notice to the lot owners from the Developer or the Committee. Upon failure of the Developer to fill any vacancy in the Committee, the remaining two members of the Committee may do so. The Developer may in its sole discretion remove members from the Committee and fill vacancies. Said rights of appointment and removal shall, however, be subject to the right of the then record owners of a majority of the lots, through a duly recorded written instrument, to change at any time the membership of the Committee or to withdraw from the Committee or to restore to it any of its powers and duties, except that the Committee shall always have one member selected by the Developer if the Developer so desires. A majority of the Committee may designate a representative to act for it. Neither the members of the Committee nor its designated representatives shall be entitled to any compensation for services performed under this Declaration.

The Committee's approval or disapproval as required in these covenants and conditions shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced before completion, approval will not be required and the related covenants shall be deemed to have been fully complied with.

15. Term of Restrictions. These restrictions are to run with the land permanently except that they may be changed, cancelled or added to in whole or in part by a duly recorded instrument signed by the then owners of record of a majority of the lots.

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

This Declaration is made this 1 day of July, 1972.

Ralph D. Brinton and Associates

By *Ralph D. Brinton* Inc.

STATE OF UTAH)
 : ss
 COUNTY OF SALT LAKE)

On this 1st day of July, 1972, personally appeared before me Ralph D. Brinton, who being by me duly sworn did say that he is the President of Ralph D. Brinton and Associates and that the above instrument was signed in behalf of said Corporation

by authority of a resolution of its Board of Directors and said Ralph D. Brinton acknowledged to me that said Corporation executed the same.

Richard C. Sparr
NOTARY PUBLIC

My Commission Expires:

Residing at:

2-15-76

Lundy, Ark

Approved:

Jack Whitesides, Effie S. Whitesides, Interwest Corporation and Layton Land No. 2, a partnership, as mortgagees under a Mortgage recorded May 12, 1972, as Entry No. 364604 in Book 486, Page 500 in the office of the Davis County Recorder.

Jack Whitesides
Jack Whitesides

Effie S. Whitesides
Effie S. Whitesides

INTERWEST CORPORATION

By [Signature]

LAYTON LAND NO. 2

By _____

State Savings & Loan Association as Trustee under a Deed of Trust recorded June 15, 1972, as Entry No. 366060, Book 490, Page 123 in the office of the Davis County Recorder.

STATE SAVINGS & LOAN ASSOCIATION

By [Signature]

Stanley D. Jones, doing business as Stan Jones Construction Company, as partner of Ralph D. Brinton and Associates in Country Oaks Investment Company, a partnership effective as of April 18, 1972.

Stanley D. Jones
Stanley D. Jones, individually
and doing business as Stan Jones
Construction Company

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

On the 1st day of July, 1972, personally appeared before me Jack Whitesides and Effie S. Whitesides, the signers of the above instrument, who duly acknowledged to me that they executed the same.

William E. Stewart
NOTARY PUBLIC

My Commission Expires:

Residing at:

7-1-76

Andy Utah

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

On the 1st day of July, 1972, personally appeared before me J. H. Stewart, who being by me duly sworn did say that he is the Vice Chairman of Interest Corporation, and that said instrument was signed in behalf of said corporation by authority of a resolution of its board of directors, and said J. H. Stewart acknowledged to me that said corporation executed the same.

William E. Stewart
NOTARY PUBLIC

My Commission Expires:

Residing at:

7-1-76

Andy Utah

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

On the 1st day of July, 1972, personally appeared before me D. James Wilson, who being by me duly sworn did say that he is a partner in Layton Land No. 2, a partnership, and that the above instrument was signed in behalf of said partnership by authority, and said D. James Wilson acknowledged to me that he as partner executed the same.

Richard E. Bennett
NOTARY PUBLIC

My Commission Expires:

Residing at:

2-15-76

Andy Utah

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

On the 1st day of July, 1972, personally appeared before me David E. Williams, who being by me duly sworn did say that he is the 1st vp of State Savings & Loan Association, and that said instrument was signed in behalf of said corporation by authority of a resolution of its board of directors, and said David E. Williams acknowledged to me that said corporation executed the same.

Richard E. Bennett
NOTARY PUBLIC

My Commission Expires:

Residing at:

2-15-76

Andy Utah

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

On the 1st day of July, 1972, personally appeared before me Stanley D. Jones, the signer of the above instrument, who duly acknowledged to me that he executed the same.

Richard E. Bennett
NOTARY PUBLIC

My Commission Expires:

Residing at:

2-15-76

Andy Utah