

PROTECTIVE COVENANTS COVERING VICTORIAN OAKS SUBDIVISION - PHASES 3 AND 4

KNOW ALL MEN BY THESE PRESENTS:

Whereas, the undersigned is the present owner of all lots, pieces and parcels of land embraced within the area hereinafter specifically described and,

Whereas, said area comprises an exclusive residential subdivision of Layton City, Davis County, State of Utah, and,

Whereas, it is the desire of the owner of said subdivision to place restrictive covenants upon said lots for the mutual benefit and protection of future owners thereof. In addition, all property owners must comply with city zoning and subdivision ordinances, and,

Now therefore, the following restrictive covenants are placed upon said lots for the mutual benefit and protection of future and present owners, and that the premises to which these restrictive covenants shall attach are specifically described and are as follows:

All Lots of VICTORIAN OAKS - Phases 3 and 4, in Layton City, Davis County, State of Utah.

1. All lots in said subdivision shall be known and described as residential lots. No building shall be erected, altered, placed or permitted to remain on any lot other than dwellings not exceeding 2 stories in height, and no less than a one car garage, and other buildings approved in advance in writing by the committee herein described below. Carports will not be allowed.
2. 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 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 10 feet back from the minimum building setback line unless similarly approved.

The architectural control committee is composed of Pam O'Toole, Layton, Utah; Greg O'Toole, Layton, Utah; and M. F. Wilcox, Ogden, Utah.

A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then recorded owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the

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committee or to withdraw from the committee or restore to it any of its powers and duties. 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 commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

3. No structure shall be located on any lot nearer to the front line or side line than the minimum building setback lines as stated in the Layton City Zoning Ordinances, unless approved in advance, in writing, by both Layton City and the architectural control committee.

4. No residential structure shall be erected or placed on any building lot which lot has an area of less than 5,000 square feet.

5. No noxious or offensive trade or activity and no nuisance shall be carried on upon any lot nor shall anything be done which may be or may become an annoyance in the neighborhood. Parking of junk cars anywhere in this subdivision will not be permitted. Outside storage of recreational vehicles is restricted to parking no closer to the street than the front edge of the house and is prohibited completely from the street.

6. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected in the subdivision shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

7. The ground square area of the main structure exclusive of garage and any one story open porches shall not be less than 900 square feet for a one story dwelling. In a split level dwelling the combined area of a single level and each of the two levels in the adjoining two story portion of the dwelling, exclusive of garage, shall total not less than 1,000 square feet. In a two story home which is two stories above curb level, the combined area of the ground story level and the story above the ground story level, exclusive of garage, shall total not less than 1,100 square feet. In a split entry dwelling the combined area of the above ground level and the below ground level shall be 1,200 square feet, exclusive of garage, with the above ground area being not less than 900 square feet. If four feet or more of foundation is above finished grade, then the basement becomes a story. For the purposes of these covenants, the basement area shall in no event be considered a story. It is 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 at the date that these covenants are recorded.

8. Easement for installation and maintenance of drainage lines, oil lines, water lines, gas lines, power lines, phone lines, etc. are reserved as shown on the recorded plat on 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 of flow of drainage channels in the easement. The easement area of each lot and all improvements in it shall be maintained continuously by the lot owner, except for those improvements for which a public authority or utility company is responsible.

9. No sign of any kind shall be displayed to the public view on any

lot except one professional sign of not more than five square feet advertising the property for sale, or signs used by a builder to advertise the property during the construction and sales period.

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10. 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 excavation or shafts be permitted upon or in any lot. No derrick or other structure designated for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot.

11. 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 do not violate any Layton City ordinances.

12. 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 clean and sanitary condition.

13. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet 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 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 to any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

14. Front yard landscaping shall be substantially completed within 60 days, weather permitting, of first occupancy of any dwelling.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of forty years from the date those covenants are recorded, after which time said covenant shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

If any party hereto, or its successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the persons or person violating or attempting to violate any such covenants, and either prevent that violation, or to recover damages and / or other compensation for such violation.

Invalidation of any of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Dated this 14th day of September, 1987.

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New Generation Homes, Inc.

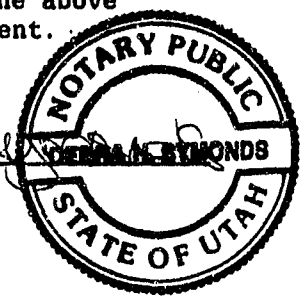
By Greg Goble

By Wilcox Family Partnership
Milton Wilcox
General Partner

State of Utah) ss
County of Davis)

On the 14th day of September, 1987, the above
personally appeared before me and did execute this document.

My commission expires: 4-25-88 Debra H. Symonds
Notary Public



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Dated this 14th day of September, 1987.

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By Greg Goble

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