

*See sign*

SNOW CANYON PHASE 1

THE PROTECTIVE COVENANTS OF SNOW CANYON SUBDIVISION PHASE  
LAYTON CITY, DAVIS COUNTY, UTAH, DATED MAY 15, 1987.

Tax I.D. No.'s  
09-163-0001, 0002, 0003, 0004, 0005, 0006, 0007, 0008, 0009, 0010,  
0011, 0012, 0013, 0014, 0015, 0016, 0017, 0018, 0019, 0020, 0021,  
0022, 0023, 0024, 0025, and 0026.

1. ALL LOTS IN THE TRACT SHALL BE KNOWN AND DESCRIBED AS RESIDENTIAL LOTS FOR A DETACHED SINGLE FAMILY DWELLING NOT TO EXCEED TWO STORIES IN HEIGHT AND A PRIVATE 2 OR 3 CAR GARAGE AND NOT MORE THAN THREE CARS.

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 LAYTON CITY.

3. ALL DWELLINGS SHALL BE SET BACK AT LEAST 20 FEET TO ANY SIDE STREET LINE, NOT NEARER THAN 10 FEET TO ANY SIDE LOT LINE AND THE TOTAL WIDTH OF THE TWO SIDE YARDS SHALL BE NOT LESS THAN 20 FEET, AND THE REAR YARDS SHALL NOT BE LESS THAN 25 FEET, EXCEPT THAT HOMES LOCATED ON CORNER LOTS SHALL BE REQUIRED TO HAVE A REAR YARD OF NOT LESS THAN 20 FEET. FOR THE PURPOSE OF THESE COVENANTS, EAVES, STEPS AND OPEN PORCHES SHALL NOT BE CONSIDERED AS PART OF THE BUILDING TO DETERMINE SETBACKS. A DETACHED GARAGE OR OTHER PERMITTED ACCESSORY BUILDING MUST BE LOCATED 40 FEET OR MORE FROM THE SET BACK LINE, AND SHALL HAVE A MINIMUM SIDE YARD OF NOT LESS THAN 1 FOOT.

4. NO DWELLING SHALL BE PERMITTED ON ANY LOT WITH THE GROUND FLOOR AREA OF THE MAIN STRUCTURE, EXCLUSIVE OF OPEN PORCHES AND GARAGES, OF LESS THAN 1450 SQUARE FEET FOR ONE STORY DWELLING, NOR LESS THAN 1800 SQUARE FEET FOR A DWELLING OF MORE THAN ONE STORY. A SPLIT ENTRY OR BI-LEVEL DWELLING WITH GARAGE UNDER MUST EXCEED 1650 SQUARE FEET ON MAIN LEVELS. THE CONSTRUCTION MATERIALS FOR EACH HOME SHALL BE OF A QUALITY EQUAL TO OR SUPERIOR TO FHA OR HOME SHALL BE OF A QUALITY EQUAL TO OR SUPERIOR TO FHA OR VA REQUIREMENTS. ALL HOMES SHALL HAVE A TWO OR THREE CAR GARAGE.

5. NO BUILDING SHALL BE ERECTED OR PLACED ON ANY LOT HAVING LESS THAN 50% BRICK OR NATIVE STONE WITH SIDING. OR 20% MINIMUM BRICK OR NATIVE STONE WITH THE BALANCE BEING STUCCO.

6. NO BUILDING SHALL BE ERECTED OR PLACED ON ANY LOT HAVING AN AREA OR LESS THAN 10,000 SQUARE FEET.

7. 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 THE NEIGHBORHOOD. NO CLOTHES DRYING OR STORAGE OF ANY ARTICLES WHICH ARE UNSIGHTLY ON PATIOS, UNLESS IN ENCLOSED AREAS BUILT AND DESIGNED FOR SUCH PURPOSES. NO AUTOMOBILES, TRAILERS, BOATS, OR OTHER VEHICLES ARE TO BE STORED ON STREETS OF FRONT AND SIDE LOTS UNLESS THEY ARE IN RUNNING CONDITION, PROPERLY LICENSED, AND ARE BEING REGULARLY USED. AUTOMOBILES MUST BE MOVED EVERY 24 HOURS.

8. NO STRUCTURE OF TEMPORARY CHARACTER, TRAILER, BASEMENT, TENT, SHACK, GARAGE, BARN OR OTHER OUTBUILDINGS SHALL BE USED ON ANY LOT AT ANY TIME AS A RESIDENCE, EITHER TEMPORARILY OR PERMANENTLY, EXCEPTION: TEMPORARY CONSTRUCTION OFFICE.

9. SUCH EASEMENT AND RIGHTS OF WAY SHALL BE RESERVED TO THE UNDERSIGNED, ITS SUCCESSORS AND ASSIGNS, ON AND OVER SAID REAL PROPERTY FOR THE ERECTION, CONSTRUCTION AND MAINTENANCE AND OPERATION THEREIN OR THEREON OF DRAINAGE PIPES OR CONDUITS AND PIPES, CONDUITS, POLES, WIRES AND OTHER MEANS OF CONVEYING TO AND FROM LOTS IN SAID TRACT, GAS, ELECTRICITY, POWER, WATER, TELEPHONE AND TELEGRAPH SERVICES, SEWAGE AND OTHER THINGS FOR CONVENIENCE TO THE OWNERS OF LOTS IN SAID TRACT, AS MAY BE SHOWN ON SAID MAP AND THE UNDERSIGNED, ITS SUCCESSORS, AND ASSIGNS, SHALL HAVE THE RIGHT TO SO RESERVE ANY OR ALL OF THE LOTS SHOWN ON SAID MAP. NO STRUCTURES OF ANY KIND SHALL BE ERECTED OVER ANY OF SUCH EASEMENTS EXCEPT UPON WRITTEN PERMISSION OF THE OWNER OF THE EASEMENT, THEIR SUCCESSORS OR ASSIGNS.

10. NO SIGN OR ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW ON ANY LOT EXCEPT ONE PROFESSIONAL SIGN OF NOT MORE THAN ONE SQUARE FOOT, ONE SIGN OF NOT MORE THAN FIVE SQUARE FEET ADVERTISING THE PROPERTY FOR SALE OR RENT, OR SIGNS USED BY A BUILDER TO ADVERTISE DURING THE CONSTRUCTION AND SALES PERIOD.

11. NO LOT SHALL BE USED OR MAINTAINED AS DUMPING GROUND FOR RUBBISH. TRASH, GARBAGE OR OTHER WASTE SHALL BE KEPT 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 TRASH, AND OTHER REFUSE BY THE LOT OWNER. NO UNSIGHTLY MATERIALS OR OTHER OBJECTS ARE TO BE STORED ON ANY LOT IN VIEW OF THE GENERAL PUBLIC. PURCHASER OR CONTRACTOR OF LOT SHALL BE HELD RESPONSIBLE FOR DAMAGES CAUSED BY HIM OR HIS CONTRACTOR TO ANY LOTS IN THIS SUBDIVISION.

12. NO FENCE, WALL, OR OTHER OBJECT OF SIMILAR DESIGN MAY BE CONSTRUCTED ON ANY LOT NEARER THE STREET LINE THAN THE FRONT HOUSE LINE, NOR SHALL ANY FENCE, WALL OR OTHER OBJECT OF SIMILAR DESIGN BE CONSTRUCTED ON ANY LOT TO A HEIGHT GREATER THAN 6 FEET.

13. NO FENCE, WALL, HEDGE OR SHRUB PLANTING WHICH OBSTRUCT 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 LINE CONNECTING THEM AT POINTS 20 FEET FROM THE INTERSECTION OF THE STREET LINES, OR IN THE CASE OF A ROUNDED PROPERTY CORNER FROM THE INTERSECTION OF THE STREET LINES EXTENDED. THE SAME SIGHT LINE LIMITATIONS SHALL APPLY ON ANY LOT WITHIN 10 FEET FORM 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 THE FOLIAGE LINE IS MAINTAINED AT SUFFICIENT HEIGHT TO PREVENT OBSTRUCTION OF SUCH SIGHT LINES.

14. NO OIL DRILLING, OIL DEVELOPMENT OPERATIONS, OIL REFINING, QUARRYING OR MINIMUM 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.

15. WITHIN ONE YEAR OF OCCUPANCY OF ANY HOME BUILT ON A LOT IN SAID SUBDIVISION, THE FRONT AND SIDE YARDS SHALL BE PLANTED IN LAWN OR OTHER ACCEPTABLE LANDSCAPING SO AS NOT TO BE AN EYESORE. "ACCEPTABLE LANDSCAPING" AND "LAWN" SHALL BE INTERPRETED BY THE MAJORITY OF THE THEN EXISTING HOME OWNERS IN THE SUBDIVISION.

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 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 AN INSTRUMENT 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 BY PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY COVENANTS EITHER TO RESTRAIN HIM OR THEM FROM SO DOING, OR TO RECOVER DAMAGES THEREOF. 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. ENFORCEMENT SHALL BE BY HOMEOWNERS WHO HAVE PURCHASES LOTS IN SAID SUBDIVISION AND BUILT HOMES ON THEM. THE DEVELOPER ACCEPTS NO RESPONSIBILITY FOR ENFORCEMENT AND SHALL HAVE NO LIABILITY FOR PERSONS VIOLATING THESE COVENANTS.

DATED THIS FIRST DAY OF JULY 1987.

*Courtesy Title to you*  
*by Walter H. Maisey, Inc.*  
*Walter H. Maisey, Inc.*

*Danny B. Burtch*

*Gregory D. Burnett First Security Bank of Utah,*  
*as trustee for the Ogden Clinic Profit Sharing Plan*

*Melvin Maisey*


BONNEVILLE TITLE  
MELVIN MAISEY, VICE-  
PRESIDENT

STATE OF UTAH  
COUNTY OF DAVIS

STATE OF UTAH )

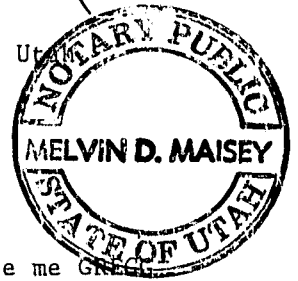
COUNTY OF DAVIS )

On the 1st day of July, 1987, A.D., personally appeared before me ROBERT N. JACKSON and , who being by me duly sworn, did say, each for himself, that he, the said ROBERT N. JACKSON is the president, and he, the said is the of COUNTRY HILLS INC. Company, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors, and said ROBERT N. JACKSON and each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of the said corporation.

  
NOTARY PUBLIC

My Commission Expires: 5-15-92

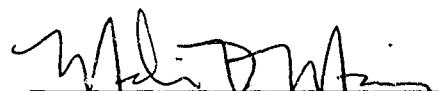
Residing at: Kaysville, Ut



STATE OF UTAH )

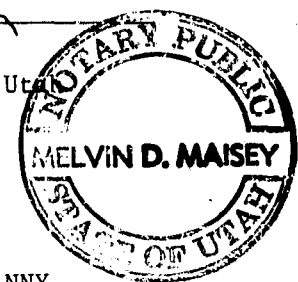
COUNTY OF DAVIS )

On the 1st day of July, 1987, A.D., personally appeared before me GREGG D. BURNETT and , who being by me duly sworn, did say, each for himself, that he, the said GREGG D. BURNETT is the Vice President , and he, the said is the of FIRST SECURITY BANK OF UTAH Company, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors, and said GREGG D. BURNETT and each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of the said corporation.

  
NOTARY PUBLIC

My Commission Expires: 5-15-92


Residing at: Kaysville, Ut



STATE OF UTAH )

COUNTY OF DAVIS )

On the 1st day of July 1987,, personally appeared before me DANNY BRIDENSTINE , the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

  
NOTARY PUBLIC

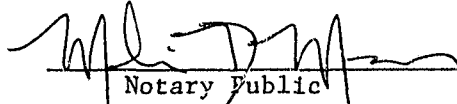
My Commission Expires: 5-15-92

Residing at: Kaysville, Utah



STATE OF UTAH )  
COUNTY OF DAVIS )<sup>ss.</sup>

On the 1st day of July , A.D. 1987, personally appeared before me DANNY C. BRIDENSTINE AND NEIL WALL, who being by me duly sworn, did say that DANNY C. BRIDENSTINE is a General partner and NEIL WALL is a General partner of SANDRIDGE INVESTMENST, a Utah partnership, and that he, the said DANNY C. BRIDENSTINE and that he, the said NEIL WALL, is duly authorized to sign the foregoing instrument as such.

  
\_\_\_\_\_  
Notary Public



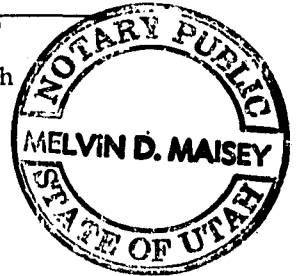
My Commission Expires: 5-15-92

Residing at: Kaysville, Utah

STATE OF UTAH )  
COUNTY OF DAVIS )

On the 1st day of July, 1987, personally appeared before me NEIL WALL, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

  
\_\_\_\_\_  
NOTARY PUBLIC



My Commission Expires: 5-15-92

Residing at: Kaysville, Utah

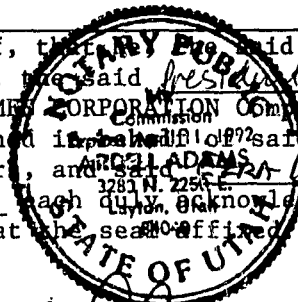
BY:

*[Handwritten signature]*

STATE OF UTAH )

COUNTY OF )

On the 26 day of April, 1988, A.D., personally appeared before me ERA K. NILSON and \_\_\_\_\_, who being by me duly sworn, did say, each for himself, that \_\_\_\_\_, ERA K. NILSON is the \_\_\_\_\_ president, and he, the said \_\_\_\_\_ is the \_\_\_\_\_ of WOODSIDE HOMES CORPORATION Company, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors, and \_\_\_\_\_ and \_\_\_\_\_ each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of the said corporation.



*[Handwritten signature]*

NOTARY PUBLIC

My Commission Expires: April 11, 1992 Residing at: 3280 N 2250 E Layton Utah 84040

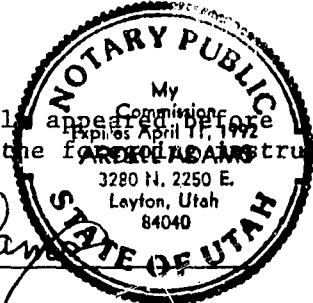
*[Handwritten signature]*  
STUART R. PATRICK

*[Handwritten signature]*  
LENORE A. PATRICK

STATE OF UTAH )

COUNTY OF DAVIS )

On the 27 day of April, 1988, personally appeared before me STUART E. PATRICK AND LENORE A. PATRICK, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.



*[Handwritten signature]*

NOTARY PUBLIC

My Commission Expires: April 11, 1992 Residing at: 3280 N 2250 E Layton Utah 84040

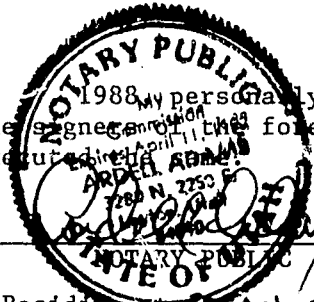
*[Handwritten signature]*  
MARK T. WHITE

*[Handwritten signature]*  
DEBBIE J. WHITE

STATE OF UTAH )

COUNTY OF DAVIS )

On the 2 day of May, 1988, personally appeared before me MARK T. WHITE AND DEBBIE J. WHITE, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.



*[Handwritten signature]*

NOTARY PUBLIC

My Commission Expires: April 11, 1992 Residing at: 3280 N 2250 E Layton Utah 84040

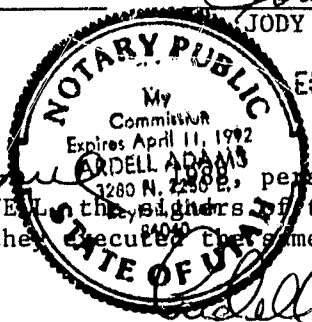
Kenneth L. Lovell  
KENNETH L. LOVELL

Jody M. Lovell  
JODY M. LOVELL

STATE OF UTAH )  
COUNTY OF DAVIS )

# 823587 BK 1232 PG 262

On the 29 day of April, 1988, personally appeared before me  
KENNETH L. LOVELL AND JODY M. LOVELL, the signers of the foregoing instrument,  
who duly acknowledged to me that they executed the same.



Ardeell Adams  
NOTARY PUBLIC

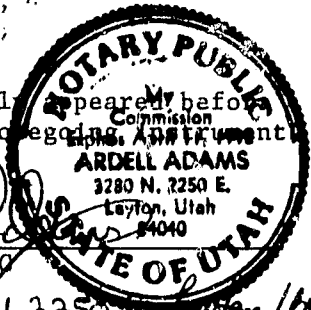
My Commission Expires: April 11, 1992 Residing at: 3280 N 2250 E. Layton, Utah 84040

Howard Adams  
HOWARD ADAMS

Sally I. Rollins  
SALLY I. ROLLINS

STATE OF UTAH )  
COUNTY OF DAVIS )

On the 25th day of April, 1988, personally appeared before me  
HOWARD ADAMS AND SALLY I. ROLLINS, the signers of the foregoing instrument,  
who duly acknowledged to me that they executed the same.



Ardeell Adams  
NOTARY PUBLIC

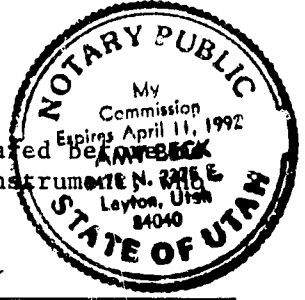
My Commission Expires: April 11, 1992 Residing at: 3280 N 2250 E Layton, Utah 84040

Brent D. Wall  
BRENT D. WALL

Janet Wall  
JANET WALL

STATE OF UTAH )  
COUNTY OF DAVIS )

On the 27 day of April, 1988, personally appeared before me  
BRENT D. WALL AND JANET WALL, the signers of the foregoing instrument,  
duly acknowledged to me that they executed the same.



Ardeell Adams  
NOTARY PUBLIC

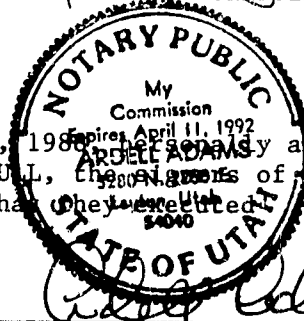
My Commission Expires: April 11, 1992 Residing at: 3478 N 2375 E Lay, Ut. 84040

David W. Turnbull  
DAVID W. TURNBULL

Kristin J. Turnbull  
KRISTIN J. TURNBULL

STATE OF UTAH )  
COUNTY OF DAVIS )

On the 26 day of April, 1988, personally appeared before me  
DAVID W. TURNBULL AND KRISTIN J. TURNBULL, the signers of the foregoing  
instrument, who duly acknowledged to me that they executed the same.



Ardeell Adams  
NOTARY PUBLIC

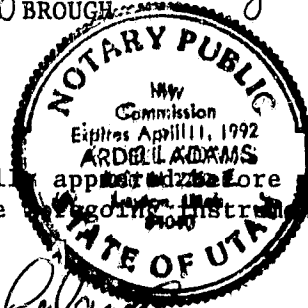
My Commission Expires: April 11, 1992 Residing at: 3280 N 2250 E. Layton Utah 84040

Wayne K. Brough  
WAYNE K. BROUGH

Peggy E. Brough  
PEGGY E. BROUGH

STATE OF UTAH )  
COUNTY OF DAVIS )

On the 26 day of April, 1988, personal apparently appeared before me Wayne K. Brough and Peggy E. Brough, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.



Ardell Adams  
NOTARY PUBLIC

My Commission Expires: April 11, 1992 Residing at: 3280 N 2250 E Layton Utah 84040

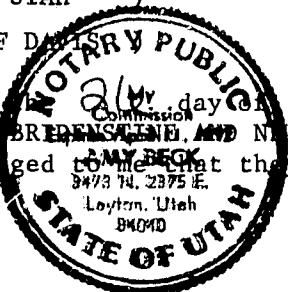
Danny Bridenstine  
DANNY BRIDENSTINE

Neel Wall  
NEEL WALL

STATE OF UTAH )  
COUNTY OF DAVIS )

E# 823587 BK 1232 PG 263

On the 26 day of April, 1988, personally appeared before me DANNY BRIDENSTINE AND NEEL WALL, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.



Amy Beck  
NOTARY PUBLIC

My Commission Expires: April 11, 1992 Residing at: 3478 N 2375 E Layton, Ut. 84040



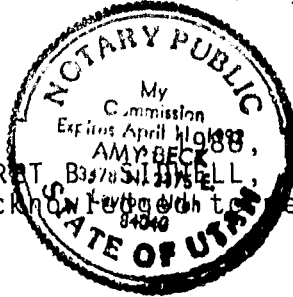
Bill Sidwell  
BILL Sidwell

Margaret B. Sidwell  
Margaret B. Sidwell

STATE OF UTAH )

COUNTY OF DAVIS )

On the 28 day of April, 1988, personally appeared before me  
BILL SIDWELL AND MARGARET B. SIDWELL, the signers of the foregoing  
instrument, who duly acknowledged to me that they executed the same.



Amy Beck  
NOTARY PUBLIC

My Commission Expires: April 11, 1992

Residing at: 3478 N 2375E  
Layton, Ut. 84040