

AGREEMENT, RESTRICTIONS AND CONDITIONS AFFECTING THE REAL  
PROPERTY KNOWN AS FREW ESTATES Phase 4

E 1097948 B 1725 P 993  
CAROL DEAN PAGE, DAVIS CNTY RECORDER  
1994 FEB 17 10:13 AM FEE 28.00 DEP REC  
REC'D FOR R H VAN ROMEN & CO

TO WHOM IT MAY CONCERN:

PART A PREAMBLE

173-0021 thru 0032

WHEREAS, the undersigned Trustee (hereinafter collectively referred to as the "undersigned") is the legal and beneficial owner of a certain track of land situated in the City of West Point, Davis County, State of Utah, described as FREW ESTATES PHASE IV. Consisting of 12 lots number lot # 21 through lot #32.

WHEREAS, the undersigned is about to sell the property described heretofore, which it desires to subject, pursuant to a general plan of improvement, to certain restrictions, conditions, covenants and agreements between the several purchasers of said property themselves as hereinafter set forth:

NOW, THEREFORE, the undersigned declares that the property described heretofore is held and shall be sold, conveyed, leased, occupied, resided upon, hypothecated and held subject to the following restrictions, conditions, covenants and agreements between itself and the several owners and purchasers of said property as between themselves and their heirs, successors and assigns:

PART B AREA OF APPLICATION

B-1. FULLY PROTECTED RESIDENTIAL AREA. The Residential Area Covenants in Part C in their entirety shall apply to all lots included in FREW ESTATES PHASE IV, as attached.

PART C RESIDENTIAL AREA COVENANTS

C-1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes, except for lot 21 as provided for in Part C-6. 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 for not less than two vehicles, but not more than three vehicles.

C-2. FURTHER SUBDIVISION. A separate single family dwelling must be built on each lot, which dwelling must meet all covenants and restrictions and contained herein. No lot, as described by the official plat recorded on this property, may be subdivided into smaller parcels, and each lot is subject to the requirement of this sub-part C-2 regarding buildings which must be erected.

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C-3 ARCHITECTURAL CONTROL. No building shall be erected, placed, or altered on any lot until the construction plans, 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, with brick at least 50% of the area on the front elevation, in harmony with the external design of existing structures, and as to location with respect to topography and finish grade elevation and landscaping. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in Part D.

C-4 DWELLING QUALITY AND SIZE. It is the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum size and quality stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1280 square feet for a one-story dwelling, nor less than 900 square feet per floor for a dwelling of two stories. A multi-level dwelling shall have at least 1500 square feet finished on any three levels.

C-5 TIME LIMITATION FOR CONSTRUCTION. Construction of all residential dwellings, pursuant to the terms and conditions of this Part C, must be completed no later than one calendar year from the date of start of construction (the "date of construction" meaning the date the building permit is issued, permitting construction).

C-6 EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear seven feet of each lot, and the entire area of Lot 21. 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 easements, or which may obstruct or retard the flow of water through the 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. *Notice is given that sub-surface water does exist and that each owner has the responsibility to determine the safe depth of construction to be placed below the land surface.*

C-7. LANDSCAPING. Landscaping shall be substantially completed on all sides of the dwelling within two calendar years of the date occupancy occurred. "Substantial Completion" shall mean lawn, trees or ground cover of a similar grade or quality to other homes in the subdivision covering the entire lot with reasonable allowance for garden space.

C-8. NUISANCES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, shed, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

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C-9. PRIVATE RESIDENCE: MOVING OF STRUCTURES. Said promises shall be used for private residence purposes only except as hereinafter set forth and no structure of any kind shall be moved from any other prior residence upon said premises, nor shall any incomplete building be permitted to remain incomplete for a period in excess of one year from the date the building was started unless approved by the Architectural Control Committee.

C-10. SIGNS. 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, after occupancy of the residence occurs.

C-11. 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. No hazardous substance, as such is defined by Federal and State laws shall be permitted upon any lot.

C-12. PETS, ANIMALS, ETC. No animals other than a reasonable and usual number of household pets shall be kept on any of said lots, as allowed by City ordinances.

C-13. 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 sanitary condition. No hazardous material, including waste oil, may be disposed of by any means of disposal on any lot subject to this Agreement.

C-14. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge, or shrub planting which obstructs sightlines at elevations between two and six 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 twenty-five feet from the intersections of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sightline limitations shall apply on any lot within ten 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 the foliage line is maintained at sufficient height to prevent obstruction of such sightlines.

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PART D. ARCHITECTURAL CONTROL COMMITTEE

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D-1. MEMBERSHIP. The Architectural Control Committee is composed of Monte Frew, Eva Jean Law, and Robert H. Van Komen. 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 record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

D-2. PROCEDURE. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove plans and specifications within 30 days after such have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.

PART E. GENERAL PROVISIONS.

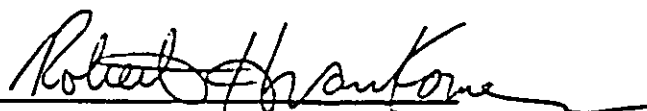
E-1. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of forty years from the date these covenants are recorded, after which said covenants shall be automatically extended for successive periods of ten years unless an 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.

E-2. ENFORCEMENT. Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

E-3. SEVERABILITY. Invalidation of any one 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.

FREW ESTATES, Limited Partnership

BY: R H VAN KOMEN & COMPANY  
ITS GENERAL PARTNER

BY   
ITS OWNER

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The State of Utah )

SS.

County of Davis )

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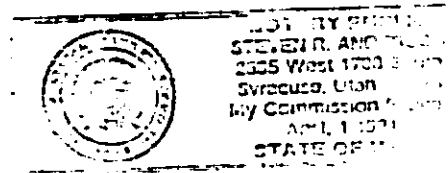
Robert H Van Komen, whose identity is personally known to me,  
upon oath, and affirmation, and being first duly sworn, subscribed before  
me that he is authorized to sign the above and foregoing instrument, and  
that the information contained herein is true and accurate to the best of  
his information and belief this 16th day of February, 1994.

*Steven P Anderson*

Notary Public

My commission expires:

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