

DECLARATION OF PROTECTIVE COVENANTS, AGREEMENTS,
RESTRICTIONS, AND CONDITIONS AFFECTING
THE REAL PROPERTY KNOWN AS COVENTRY PLACE PHASE I

These covenants shall apply to all lots included in the Coventry Place Subdivision Phase I (lots 101-121).

PART A - RESIDENTIAL AREA COVENANTS

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 dwelling not to exceed two stories in height. Said premises shall be used for private resident purposes only, except as hereinafter set forth and no structure of any kind shall be moved 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. All homes shall have a minimum of a two car enclosed garage which shall be attached. Any additional detached garage building shall be compatible in design, architecture and materials to the residence and approval of any such building is subject to the "subjective" approval or disapproval of the Architectural Control Committee.

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. 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. No chain link or wire fence shall be permitted on any front or side yard facing the street. All fences facing the street will be of materials compatible with the design, architecture, and materials on the exterior of the residence and neighboring residences. All fences facing the street must be approved by the Architectural Control Committee prior to installation.

3. DWELLING QUALITY AND SIZE. The ground floor square feet area of the main structure exclusive of garage and any one story open porches shall not be less than 1800 square feet for a one-story dwelling. In a two-story home which is two stories above the curb level, the combined area of the ground story level and the story above ground story level, exclusive of garage and any one-story open porches shall total not less than 2,600 square feet. All split level and split entry homes must be approved by the Architectural Control Committee. An approval or disapproval maybe totally

subjective as this type of home is not in keeping with the intended quality of home the owners of the development intended to have in this subdivision. However, if a split level is approved and allowed to be built in the subdivision, then in no case will a split level dwelling have less than, 2,100 square feet (in the combined area of a single level and each of the two levels in the adjoining two-story portion of the dwelling, exclusive of the garage and any one-story porches). The split entry dwelling shall be treated in the same way as a split level dwelling by the Architectural Control Committee. In a split entry dwelling (if approved), the above ground level shall be not less than 2,100 square feet, exclusive of garage and any one-story open porches. 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 material substantially the same as or better than that which can be produced at the date that these covenants are recorded. All construction to be of new material, except that used brick may be used with prior written approval of the Architectural Control Committee and the lot size and topography warrants it, and all other covenants are adhered to. No building shall be erected or placed on any lot having less than 50% brick or native stone. Other exterior materials must be approved by the Committee. Aluminum will not be allowed except soffit, facia and rain gutter spouts. Roofing materials shall be cedar shake, tile, or architectural grade asphalt shingles (30 year type) or as approved by the Committee.

NOTE: The Architectural Control Committee reserves the right to be totally "SUBJECTIVE" in approving or disapproving any home to be built in Coventry Place in order to maintain the integrity of the development. These covenants are set in place as a guide for the committee and therefore, any adjustments (up or down, increased or decreased) by the committee when approving or disapproving a set of building plans may be subjective and shall be deemed acceptable by the existing home owners.

4. SET BACK LINES. Unless 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 20 feet to any side line (corner lots).
- (b) No building shall be located nearer than 12 feet to an interior lot line. No dwelling shall

be located nearer than 20 feet to the rear lot line.

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(c) For the purpose of these covenants, eaves, steps and open porches shall not be considered as 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 76 feet at the point where there is proposed to be located that part of the dwelling closest to the front street.

6. EASEMENTS. Easements for installation and maintenance of irrigation, utilities, and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting 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 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. No structure shall be constructed within 12 feet vertically or horizontally of any power conductor.

7. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to 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 parked or stored on the street in front or on the side of any lot unless it is in running condition, properly licensed and regularly used. Automobiles must be moved every 24 hours. All RV storage to be to side or rear of homes and concealed from front of street. All roof mounted heating and cooling equipment to be set back side of the roof out of view from the street. All TV antennas are to be placed in the attic out of view. Satellite Dishes, etc., to be hidden from view from the street. Within one year of occupancy of any home built on a lot in Coventry Park, 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.

8. TEMPORARY STRUCTURES. No structure of a 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.

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9. PRIVATE RESIDENCE: MOVING OF STRUCTURES. Said premises 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. No incomplete building shall 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, in writing, and then only for reasons beyond the control of the Committee.

10. SIGNS. No sign of any kind shall be displayed to the public view on any lot except signs used by a builder to advertise the property during the construction and sales period. Normal "For Sale" signs shall be allowed.

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.

12. LIVESTOCK AND POULTRY. 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 are restricted to the owners premises or on leash under handlers control.

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 materials shall be kept in a clean or sanitary condition and away from public view.

14. SIGHT AND DISTANCE AT INTERSECTIONS. No fence, walls, 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 intersection of the street lines, or in the case of rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on 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 the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

15. SLOPE AND DRAINAGE CONTROL. No structure, planting or other material shall be placed or permitted to remain, or other material shall be placed or permitted to remain, or other activities undertaken which may damage or interfere with established flow ratios, create erosion or sliding problems, or which may change the direction of flow of drainage channels or obstruct or retard the flow of water through drainage channels. The slope control area of each lot and all improvements in them shall be maintained continuously by the owner of the lot, excepting those improvements for which public authority or utility company is responsible. It shall be the responsibility of the owner to see that his lot conforms with and continues to conform with any established Grading and Drainage Plan that has previously been designed by the developer.

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PART B ARCHITECTURAL CONTROL COMMITTEE

1. MEMBERSHIP. The Architectural Control Committee is initially comprised of Rick Sessions, and other members to be determined by the Developers. In the event of death or resignation of any member of the Committee, the remaining members shall have the full authority to designate a successor. Neither the members of the committee, nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a two-thirds majority of the lots shall have the power through this duly recorded written instrument to change the membership of the Committee or restore to it any of its powers and duties.

2. PROCEDURE. The Committee approval or disapproval as required in these covenants shall be in writing. The lot owner must submit a set of formal plans, specifications, and site plan to the Committee before the review process can commence. 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 thereafter, approval will not be required and the related covenants shall be deemed to have been duly complied with.

PART C - GENERAL PROVISIONS

1. TERMS. These covenants are to run with the land permanently and shall be binding on all parties and all persons claiming under them unless an instrument signed by two-thirds majority of the then owners of the lots has been recorded, agreeing to change covenants in whole or in part.

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

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

4. AMENDMENT. These covenants can be amended by two-thirds majority of the property owners recording an amendment to these covenants.

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THIS DECLARATION

IS MADE THIS

23

DAY OF

MARCH

19 94

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N&S DEVELOPMENT

By: R. Scott Priest
R. Scott Priest

By: Neil J. Wall
Neil J. Wall

State of Utah)
:ss.

County of Davis)

On this 23 day of March, 1994, personally
appeared before me R. Scott Priest, and Neil J. Wall the
signers of the within instrument, who duly acknowledged to me
that they executed the same.

My Commission Expires:

July 1st, 1997

Ally McDivitt
Notary Public
Residing at: Layton

