

DECLARATION OF PROTECTIVE COVENANTS -

RETURNED

APR 11 1994

KNOW ALL MEN BY THESE PRESENTS: THAT WHEREAS the undersigned, being all of the owners of the following described real property situated in Davis County, State of Utah, to-wit:

All of Lots 1 to 10, SUNSET VIEW ESTATES SUBDIVISION PLAT NOS. 6 and 7, a subdivision of part of Section 6, Township 2 North, Range 1 East, Salt Lake Meridian, in the City of Centerville, according to the official plat thereof.

02-151-0001 to 0010

(2) = 02-012-0045 + 0046

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CAROL DEAN PAGE, DAVIS CNTY RECORDER
1994 APR 11 1:05 PM FEE 28.00 DEP JB
REC'D FOR CENTERVILLE CITY

In consideration of the premises, and as part of the consideration to enhance the development of said property and the lots therein, and to help maintain the values of said residential area and lots to insure uniformity of development without detracting from adjoining lots or developments, do hereby DECLARE THAT ALL LOTS AND PROPERTY WITHIN THE AFORESAID DESCRIPTION shall be conveyed and held by any and all subsequent owners within said development subject to the restrictions and covenants hereinafter set forth, to-wit:

PART A - RESIDENTIAL AREA COVENANTS.

1. No lot shall be used except for single family residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than a detached single family dwelling not to exceed two stories in height, with a private garage for not less than two vehicles and for not more than four vehicles. Off-street parking must be provided for an equivalent number of vehicles to the number of vehicles garaged. Fifty per cent (50%) of all construction to be of new brick, stone or stucco, except that used brick may be used with prior written consent and approval 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 upon the lot have been approved by the Sunset View Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures and the overall aesthetic plan for Sunset view Estates Subdivision, and as to location in respect with topography and finish 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 on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in Part B.
3. DWELLING SIZE AND QUALITY. No dwelling shall be permitted on any lot wherein the ground floor area of the main structure, exclusive of open porches and garages is less than 1500 Square feet for a single story, split level or split entry structures; or less than 1200 square feet on the main floor with the aggregate footage of above ground floors of the structure to total a minimum of 2,200 square feet for two story structures.
4. BUILDING LOCATION: All setbacks, side yards and rear yards shall be in conformance with Centerville City Ordinances in effect at the time of construction of any building on any lot.

5. **EASEMENTS:** For installation of and maintenance of utilities and drainage facilities, areas are reserved as shown on the recorded plat. Within these easement areas, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and/or maintenance of utilities, or which may change the direction of flow of drainage channels in the area, or which may obstruct or retard the flow of water through drainage channels or easements. The easement area of each of the lots 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.

6. **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 clothesline, outbuildings or storage of any articles which are unsightly in the opinion of the Sunset View Estates Architectural Committee will be permitted unless it is in an enclosed area built and designed for such purpose. No automobiles, trailers, motor homes, recreational vehicles, boats, or other vehicles are to be stored on the streets, nor shall such vehicles be stored in front or side lots unless they are in running condition, properly licensed, and are being regularly used.

7. **TEMPORARY STRUCTURES:** No structure of a temporary character, trailer, basement home, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

8. **GARBAGE AND REFUSE DISPOSAL:** No lot shall be used as or maintained as a dumping ground for rubbish, trash, garbage or other waste and such materials shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No trash, refuse, or construction debris may be burned on any lot at any time, neither in an incinerator nor open fire. Each lot and its abutting street is to be kept free of trash, weeds and other refuse by the lot owner. No unsightly material or objects are to be stored on any lot in view of the general public.

9. **ANIMALS AND PETS:** No livestock, poultry, or animals other than dogs, cats or other household pets may be kept on the premises as permissible within current zoning regulations. A total of two dogs and/or cats are permissible provided that they are not kept, bred or maintained for any commercial purpose and are restricted to the owners' premises and under handler's control. If, in the opinion of the Sunset View Estates Architectural Control Committee, any of the aforementioned animals or pets become obnoxious, an annoyance, or nuisance or danger to other owners throughout the subdivision, the committee may require the elimination or any such animal or pet considered dangerous or unsafe to the neighborhood. All pets must be restrained on their owners' property.

10. **LANDSCAPING:** All existing natural and cultivated foliage is to be preserved whenever possible. Top soil is to be scraped and stockpiled before excavation for foundations or footings. The top soil is to be replaced at the time of finish grading on each lot. Each lot is to be landscaped within 12 months of the occupancy date of any structure built upon said lot. Landscaping of lots shall be considered complete when the first thirty feet of the lot or the front yard is planted with grass and maintained, and the remainder of the lot is cultivated or planted and kept free of weeds and debris. Trees, lawns, shrubs and other plantings provided by the owner either before or after construction of a dwelling unit upon said lot shall be properly nurtured and maintained or replaced at the owner's expense upon request of the Sunset View Estates Architectural Control Committee.

11. **SIGNS:** No signs of 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 signs used by a builder or developer to advertise the property during the construction and sales period.

12. **SUBSURFACE DRAINAGE AND MAINTENANCE ASSESSMENTS.** The lot owner, at the time of construction of a residence, must install peripheral drain fields, surrounded with gravel, around or under the foundation of each residence, and tie the drain line into the subdivision underground drain system as required by Ordinance No. 91-14 of the City of Centerville dated April 16, 1991.

The owners and developers of the property covered by this Declaration have contracted with, and do designate, the SUNSET VIEW ESTATES HOMEOWNERS ASSN., a Non-Profit Corporation, (hereinafter known as the Association) as the agent for said Owners and Developers, with full authority and responsibility to levy and collect from the owner of each lot within this development annual assessments and fees which they shall deem necessary for the maintenance and repair of the subdivision sub-drain system serving this development. Subsurface drainage system assessments shall be assessed for those portions of the subsurface drainage system serving the subdivision which are located in public streets or dedicated public rights-of-way. Each lot owner shall be solely responsible for maintenance of the subsurface drainage facilities on or beneath said lot owner's lot. Any such assessment so levied shall constitute a lien upon the lot until paid, and in the event of non-payment of such assessment by the owner or owners of any such lot, such lien may be enforced by the Association pursuant to the Statutes of the State of Utah pertaining to such lien. Reference is made to the By-Laws of said Association recorded in the office of the Davis County Recorder on March 28, 1990, as Entry No. 886436, in Book 1343, Page 56 of Official Records, which are incorporated in this Declaration by Reference thereto, and particularly to Article IX of said By-Laws as the same pertain to Assessments levied by the Association which may be necessary to comply with the terms and conditions of the aforesaid Centerville City Ordinance No. 91-14, which article shall be and hereby is binding on any owner within the development which is the subject of this Declaration. Nothing contained in this Declaration shall be construed as making the owner or owners of any lot within this development an involuntary member of said Association, and membership therein may be voluntary, however all lots with this development shall be, are, and will remain subject to the assessment provisions for the maintenance and repair of the sub-drain system for so long as the City of Centerville shall require compliance with ordinance No. 91-14 and any amendments thereto, with the Association being the levying and collection agent only.

PART B. SUNSET VIEW ESTATES ARCHITECTURAL CONTROL COMMITTEE

1. **MEMBERSHIP:** The Sunset View Estates Architectural Control Committee is comprised of Clynn R. Ford, Newell Ford, Garn Ford and Stanley Smoot. 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 their designated representative, shall be entitled to any compensation for services pursuant to this covenant.

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 within 30 days after plans and specifications have been submitted to it,

or in the event there is no suit to enjoin the construction which has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

PART C - GENERAL PROVISIONS

1. TERM: These covenants are to run with the land and shall be binding upon all parties and all persons claiming them for a period of 20 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for a successive period 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.

2. ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against every person or persons violating or attempting to violate any covenant herein, and to either restrain or remove such violation or to recover damages.

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

WITNESS our hands this 31 day of Jan, A. D. 1994.


FORD PROPERTIES, INC., a Utah Corp.

By: Clynn B Ford
PRESIDENT

STATE OF UTAH §
 §
COUNTY OF DAVIS §

On the 31st day of January, A. D. 1994, personally appeared before me Clynn Ford who being by me duly sworn, did say, that he is the PRESIDENT of FORD PROPERTIES, INC., the within named corporation, that he signed the within instrument for and on behalf of said corporation by authority of a resolution of its Board of Directors, and said he duly

acknowledged to me that said corporation executed the same.

Norman Dale Anderson
NOTARY PUBLIC
My Com. Expires:
Residing at:  Notary Public
NORMAN DALE ANDERSON
304 East Pinerood Drive
Carmichael, Utah 84014
My Commission Expires
December 29, 1994
State of Utah