

RETURNED

**PROTECTIVE COVENANTS AND RESTRICTIONS COVERING
EVERGREEN ESTATES, PHASE II
IN DAVIS COUNTY, UTAH**

DEC 28 1995

E 1219346 B 1952 P 512
CAROL DEAN PAGE, DAVIS CNTY RECORDER
1995 DEC 28 2:56 PM FEE 30.00 DEP DJW
REC'D FOR BASSETT, RONALD

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned are the present owners of all the lots pieces and parcels of land embraced within the area hereinafter specifically described, and

WHEREAS, said area comprises an exclusive residential subdivision of the City of Clinton, Davis County, State of Utah, and

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

NOW THEREFORE, the following restrictive covenants are placed upon said lots for the mutual benefit and restrictions of future owners, and that the premises to which the restrictive covenants shall attach are specifically described and are as follows:

All Lots of EVERGREEN ESTATES, PHASE II, a Subdivision in Clinton City, County of Davis, State of Utah, Lots 9 through 17 inclusive.

14-201 + lots

1. Single Family Residence with Attached Garage. 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 one detached single family dwelling not to exceed two stories in height and no less that a two car attached garage and no more than a three car attached garage and other out building approved in advance in writing by the committee herein below described.

2. Architectural Control Committee Approval. 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, and harmony of external design with existing structures.

The Architectural Control Committee is composed of
Ronald K. Bassett and Janet J. Bassett

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. 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 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, fail 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 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.

3. Setback Requirements. No structure shall be located on any lot nearer to the front line or side line than the minimum building setback lines. 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.

4. Quiet Enjoyment. 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 or inoperable cars anywhere in this subdivision will not be permitted.

E 1219346 B 1952 P 513

5. Temporary Structure. No trailer, basement, tent, shack, garage, barn or other out building 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.

6. Minimum Square Footage. The minimum finished square footage dwelling structure, exclusive of attached garage and any open porches, balconies, decks or other semi-external space, shall not be less than:

- a. 1100 square feet on the ground level for any one-story dwelling;
- b. 1400 square feet for the combined finished square footage of the ground story level and the story above the ground story level of a two-story dwelling;
- c. 1200 square feet for the combined finished square footage of the ground level and the levels above ground level in a multi-level dwelling.

7. Building Materials. The exterior materials of the buildings front elevation shall consist of brick, stone or stucco. Aluminum or vinyl shall be allowed on the exterior side and rear elevations, except by written approval of the ACC on a case by case basis.

8. Utility Easements. Easement for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other materials 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 area of each lot and all improvements for which a public authority or utility company is responsible.

9. 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 squared feet advertising the property for sale, or signs used by builder to advertise the property during the construction and sales period.

10. Animals. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot except that a dog, cat or other domesticated household pet may be kept provided that they are not kept, bred or maintained for any commercial purpose. Notwithstanding the foregoing, no animal or fowl may be kept on a lot which results in an annoyance or is obnoxious to residents in the vicinity.

11. Garbage Removal. 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 other equipment for the storage or disposal of such material shall be kept in clean and sanitary condition.

12. Landscaping. 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.

13. Division of Lots. Lots may not be further subdivided by the owners and no owner shall have the right to sell or convey less than a full-size lot as recorded.

14. No Liability for Damages. The Architectural Control Committee shall not be held liable for damages by reason of any action, inaction, approval, or disapproval by it with respect to any request made pursuant to the Declaration.

. E 1219346 B 1952 P 514

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 period of 10 years unless an instrument signed by a majority of the owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

If any party hereto or lot owner, 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 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 him or them from so doing and recover damages 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 28 day of December, 1995.

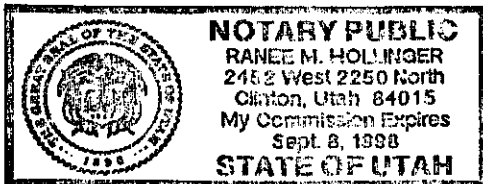
Ronald K. Bassett
Ronald K. Bassett

State of Utah)

County of Davis)

On this 28th Day of December, 1995, personally appeared before me Ronald K. Bassett, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence) and who by me duly sworn, did say that he is the owner of Evergreen Estates Phase II and the person whose name is subscribed to this instrument, and acknowledged that he executed the same.

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Rance M. Hollinger
Notary Public
Sept. 8, 1998
My Commission Expires



Residing in: Bountiful, UT