

08-208-

TO WHOM IT MAY CONCERN;

**DECLARATION OF PROTECTIVE COVENANTS, AGREEMENTS,
RESTRICTIONS AND CONDITIONS AFFECTING THE REAL
PROPERTY KNOWN AS KING'S WAY SUBDIVISION.**

Entry No.
Recorded
Book
Dated

PART A. PREAMBLE

WHEREAS, the undersigned is the legal and beneficial owner of a certain tract of land situated in the City of Kaysville, Davis County, State of Utah, described as King's Way Subdivision.

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 itself and the several purchasers of said property and 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 1 through 30, King's Way in Kaysville City, Davis County, Utah.

PART C. RESIDENTIAL AREA COVENANTS

C.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 detached single-family dwelling not to exceed two stories above the street level and a private garage for not less than two cars, but not more than three cars. Upon approval of the Architectural Control Committee, a two car detached garage and an attached garage for two cars may be permitted provided that neither encroach upon any easements. All land use and buildings shall be in compliance with all zoning and land use ordinances and regulations of the municipalities and agencies governing the subdivision land use and buildings, and all landscaping, grading and drainage of land in each owner's lot shall be completed so as to comply with all flood control requirements of the subdivision and the individual lots therein. All construction to be of new materials except that used brick may be used with prior written approval of the Architectural Control Committee.

C.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 the external design with existing structures, and as to location with respect to 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 similarly approved. Approval shall be as provided in Part D.

C.3 DWELLING QUALITY AND SIZE. The ground square area of the main structure, exclusive of garage and any one-story open porches, shall not be less than 1,500 square feet for a one-story dwelling. In a multi-level home, the combined area of all above ground levels and one level that may be only 50% above ground, exclusive of garage and any one-story porches, shall total not less than 1850 square feet. 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 the ground-story level, exclusive of garage and any one-story open porches shall total not less than 1850 square feet. Each home shall have a minimum width of 50 feet. It is the purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same as or better than that which can be produced at the date that these covenants are recorded.

(a) All construction to be of new materials, except that used brick may be used with prior written approval of the Architectural Control Committee.

(b) The front of each dwelling shall have an exterior finish of all brick and stucco with vinyl or aluminum siding being allowed on the sides and rear of the dwelling. Vinyl or aluminum siding may be permitted on the front if 70% of the front is brick and 40% of the two sides are also brick, or with a wrap around porch, the full depth of the living side of the home can be 100% siding.. Brick on the two sides may be substituted for brick wing walls extending a minimum of 4' out from each side of the dwelling or a brick courtyard with written approval from the Architectural Control Committee.

(c) All soffits shall extend a minimum of 12" and be of a maintenance-free material. Facias shall be a minimum of 6" and also be of a maintenance-free material.

(d) All roof pitches are to have a minimum 6/12 slope and roof materials are to be of Architectural grade shingles with Duraridge or wood shakes unless written approval from the Architectural Control Committee is granted otherwise.

(e) The Architectural Control Committee reserves the right to deny approval or place restrictions on dwellings that it deems to be unattractively narrow, lacking in design character, of unusual design or out of harmony with the covenants contained herein or those dwellings then existing within the property regulated herein.

(f) Roofs are to be dark colors, preferably dark brown or black. Brick, stone, stucco and siding are to be natural colors or earth tones. All Colors are to be approved by the Architectural Control Committee in writing.

C.4 SET BACK LINES. Unless a 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, unless a variance is received by Kaysville City and approved by the Architectural Control Committee.

(b) No building shall be located nearer than 8 feet to an interior lot line with a total of 16 feet on both sides. On a corner lot the street side setback shall be a minimum of 20 feet and the interior side a minimum of 8 feet. No dwelling shall be located nearer than 15 feet to the rear lot line.

(c) For the purposes of this covenant, eaves, steps, wing walls 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.

(d) All roof mounted heating and cooling equipment to be set back to the 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.

(e) 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.

C.5 LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 80 feet at the point where there is proposed to be located that part of the dwelling closest to the front street.

C.6 EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting of 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 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.

C.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 automobile or other vehicle is to be parked on the street or in front or to the side of any lot unless it is in running condition, properly licensed and regularly used.

C.8 TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. All buildings to be of new construction.

C.9 PRIVATE RESIDENT: 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, nor shall any incomplete building be permitted to remain incomplete for a period in excess of one (1) year from the date the building was started unless approved by the Architectural Control Committee.

C.10 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.

C.11A LIVESTOCK AND POULTRY (Lots under 21,780 square feet). 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 owner's premises or on leash under handler's control.

C.11B LIVESTOCK AND POULTRY (Lots over 21,780 square feet). Two large farm animals such as cattle and horses, four medium size animals such as sheep and goats (no pigs are allowed) & 50 fowl or small animals such as rabbits or chinchilla is allowed with an approved variance from Kaysville City.

C.12 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 a sanitary container. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

C.13 WALL, FENCE, OR HEDGE MAY BE MAINTAINED.

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(a) No fence, wall, hedge, or other similar structure shall be erected in any required front yard in any residential zone to a height in excess of four (4) feet; nor shall any fence or other similar structure be

erected in any side or rear yard to an excess of six (6) feet, except that this restriction shall not apply to natural vegetation used for any side or rear yard.

(b) On corner lots, no fence, wall, hedge or other similar structure shall be erected in any yard bordering a street or front yard of any adjoining lot to a height in excess of four (4) feet unless approved by the Architectural Control Committee and Kaysville City.

(c) Where a retaining wall protects a cut below the natural grade, and is located on the line separating lots, such retaining wall may be topped by a fence, wall or hedge of the same height that would otherwise be permitted at the location if not retaining wall existed.

C.14 SLOPE AND DRAINAGE CONTROL. No structure, planting or other material shall be placed or permitted to remain, or other activities undertaken which may damage or interfere with established lot 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, except those improvements for which a 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.

PART D ARCHITECTURAL CONTROL COMMITTEE.

D-1. MEMBERSHIP. The Architectural Control Committee is composed of Jay E. Haskell, 1151 South 650 East, Kaysville, Utah; Sherman T. Bingham, 4322 West 4425 South, West Haven, Utah; Jayme Bailey, 1191 South 650 East, Kaysville, Utah. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of 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, other than a plan check fee, not to exceed \$250.00. Nor shall they have any liability for their decisions. 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 power and duties.

D-2. PROCEDURE. The committee's approval or disapproval as required in these covenants shall be in writing prior to starting construction. Two complete sets of plans shall be submitted to the committee along with the plan review fee before construction can commence. An approved set will be signed and returned to the contractor and one signed set will be retained in a permanent file by the owner/(developer). 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 thereof, 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 permanently and shall be binding on all parties and all persons claiming under them unless an instrument signed by a two-thirds (2/3) majority of the then owners of the lots has been recorded, agreeing to change covenants in whole or in part.

E-2. ENFORCEMENT Enforcement shall be by proceedings at law or in equity against person or persons violating or attempting to violate any covenants 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.

E-4. AMENDMENTS. These covenants may be amended or renewed upon written approval of at least two-thirds (2/3) of the owners of the lots within the protected area. Each owner is entitled to one vote for each lot owned in said protected area.

HASKELL HOMES, INC.

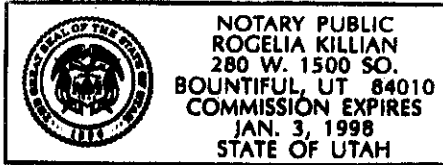
BY: Jay E. Haskell
Sec./Treas.

ACKNOWLEDGEMENT

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STATE OF UTAH
COUNTY OF DAVIS

On the 19th day of **September, 1996**, personally appeared before me **Jay E Haskell**, who being by me duly sworn, did say, for himself, that he, the said **Jay E Haskell is the secretary and treasurer of Haskell Homes Inc.**, and that the board of directors, and said **Jay E Haskell** each duly acknowledged to me that said corporation executed that same.



Rogelia Killian

Notary Public

My Commission Expires: 01/03/98
Residing at: Bountiful, Utah