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**JUL 20 1999**

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SHERYL L. WHITE, DAVIS CNTY RECORDER  
1999 JUL 20 8:45 AM FEE 42.00 DEP DJW  
REC'D FOR CENTERTVILLE CITY

**PROTECTIVE AND RESTRICTIVE COVENANTS FOR**

**ROLLING HILLS ESTATES PLATS L AND M**

07-133-001,003 thru 0013

07-134-0013 thru 0024

WE THE UNDERSIGNED DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF ROLLING HILLS PLAT L&M AND DO HEREBY DECLARE THE FOLLOWING TO BE THE

**PROTECTIVE & RESTRICTIVE COVENANTS** pertaining to: Rolling Hills Plat L&M Centerville, Davis County, State of Utah, described as all of Lots 1<sup>1-12</sup> in Rolling Hills Subdivision Plat L and all of Lots 13<sup>1-24</sup> in Rolling Hills Subdivision Plat M.

**MEMBERSHIP OF ARCHITECTURAL CONTROL COMMITTEE:** This committee is composed of three owners of lots in Rolling Hills Plat L&M, each to be elected by owners of lots in said Rolling Hills Plat L&M for a term of three years, or until a successor is duly elected and qualified. Each owner shall have one vote per lot per committee member. A majority of the Committee may serve or may be qualified to act or to designate a representative to act for it. In the event of death or resignation or incapacity 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 their serving as committee members.

**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 one-family dwelling, a private garage with a capacity of not more than six cars and not more than three garage entrances facing the street and such other Accessory Buildings as are described under paragraph titled ACCESSORY BUILDINGS.

**ACCESSORY BUILDINGS:** Lots may include the erection or placement of such structures not used for residential occupancy as follows: private pools for swimming or wading, courts for conducting sports activities of a private nature, small greenhouses for private use only, pergolas, arbors, etc., any and all of which must have the approval in writing of the Architectural Control Committee. Any garage or storage structure must be of the same material, workmanship and general appearance as the main building.

**SIZE:** The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1350 square feet. Two-story structures shall have not less than 1100 square feet on the main floor. And 900 square feet on the second floor.

**DWELLING QUALITY:** It being the intention and purpose of these covenants to assure that all dwellings shall be of high quality and workmanship and materials, and no used building or structure shall be brought or placed upon said lots, and no structure shall present an unfinished appearance for a period of more than one year. The exterior of each structure shall contain not less than 30% masonry. Window sash shall be either wood which is painted or stained, white aluminum, or bronze anodized aluminum, excepting windows in concrete foundations. Windows placed in foundations shall be sub-terranean. All other basement windows shall be contained in the wood framework of the house. Exposed concrete foundations shall not exceed 4 feet above ground level. Each residence shall have a minimum of a 2 car attached garage.

**COOLING SYSTEM:** Cooling systems shall be allowed only on the rear of the roof below the ridge line.

**BUILDING LOCATION:** All buildings and structures shall be located on a lot in full compliance with the ordinances of Centerville City. All variances from Centerville City ordinances shall be approved by both the City and the Architectural Control Committee.

**DRIVEWAYS AND PARKING OF VEHICLES:** Driveways for residences must be large enough to accommodate at least two parked automobiles side by side. No trucks larger than pickups, no trailers, housetrailer, campers, mobile or motorized homes or boats shall be permitted to remain parked in front of, or at the side of any residence building, or inside an unenclosed carport visible from the street, for a period longer than three days unless previous approval has been granted by the Architectural Control Committee. Any other equipment, mechanical or otherwise of an unsightly nature shall also be governed by this provision.

**LANDSCAPING:** Lot owner shall have 1 year to complete front and side yard landscaping after completion of home or within 2 years after construction of home is commenced.

**FENCE:** No fence shall be approved that exceeds 6 feet. Fences shall not extend beyond the front of a residence.

**PROTECTIVE & RESTRICTIVE COVENANTS:** Rolling Hills Plat L&M. Approval of Architectural Control Committee shall be necessary before erection of a fence. Fencing materials shall be compatible with general architectural character of the neighborhood. Any other equipment, mechanical or otherwise of an unsightly nature shall also be governed by this provision.

**ARCHITECTURAL CONTROL:** No building or structure shall be erected or altered on any lot until the construction plans and specifications and a plot plan showing the location of the structure have been approved in writing by the Subdivision Architectural Control Committee, as to site, quality, and harmony of design of the proposed structure and as to locations with respect to topography and grade. No fence shall be erected or altered without similar approval.

**PROCEDURE:** The Architectural Control Committee's approval or disapproval as required in these covenants shall be in writing. Plans and specifications shall be submitted in duplicate and one approved or disapproved set shall be returned. 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, approval will not be required and the related covenants shall be deemed to have been complied with.

**NUISANCES:** No structure of a temporary character, trailer, tent, shack, basement, garage, barn or other outbuildings or structures shall be used on any lot at any time as a residence either temporarily or permanently.

**APPEARANCE AND SANITATION:** No lot shall have accumulated thereon rubbish or unsightly debris. No lumber, machinery or like materials shall be stored outside of a suitable enclosure except during the periods of construction. Prior to construction and/or landscaping, it will be the responsibility of the lot owner to remove weeds from the property, including the park strip. Upon failure or neglect of any owner to remove any such rubbish, debris, weeds or other said materials within a reasonable time after notice in writing, the Architectural Control Committee may remove or have the same removed and the owner shall be required to pay the reasonable expense of such removal.

**SLOPE EROSION:** All slopes or terraces on any lot shall be maintained so as to prevent any erosion upon adjacent streets or adjoining property, and shall comply with Centerville City requirements for erosion control. Where construction occurs on a canyon lot, no excavated materials shall be allowed to mar the natural terrain and appearance of the slope.

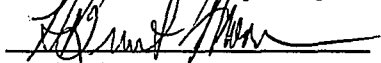
**UTILITIES EASEMENTS:** An easement is reserved over the front, rear, and one other side of each lot or wherever else one may be designated of record for water lines, drainage facilities, and for installation and maintenance of other utilities where needed.

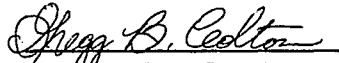
**AMENDMENTS:** These covenants may be amended upon written approval of at least 75% of the owners of lots within the protected area, upon a basis that an owner is entitled to one vote for each lot owned in said protected area.

**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 twenty years from the date these covenants are recorded.

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

Effective this 26th day of May, 1987.

  
\_\_\_\_\_  
President, Brent Moon


  
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Secretary, Gregg B. Colton

**PROTECTIVE & RESTRICTIVE COVENANTS: ROLLING HILLS PLAT L&M**

STATE OF UTAH )  
                  : ss.  
COUNTY OF DAVIS )

On this 26th day of May, 1987, personally appeared before me Brent Moon, and Gregg B. Colton as President and Secretary, respectively, of ROLLING HILLS Development Corporation, who being by me duly sworn did say, each for himself, that he, Brent Moon, is the President and <sup>he</sup> Gregg B. Colton, is the Secretary of said Corporation; and that the within and foregoing instrument was signed in behalf of said Corporation by authority of a resolution of its Board of Directors dated 5/26/87. Further, the said Brent Moon and Gregg B. Colton acknowledged that said Corporation executed the same for the intents and purposes therein set forth.

My Commission Expires:  
9/14/88

  
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Notary Public  
Residing at: 1012 S 400 E  
SLC, UT 84111