

RESTRICTIVE AGREEMENT
COUNTRY ESTATES
DAVIS COUNTY, UTAH
DATED: SEPTEMBER 6, 1966
RECORDED: MAY 22, 1967
BOOK: 366 PAGE: 604
INSTRUMENT NO.: 309243

Country Realty and Investment
Company, a Utah Corporation

RESTRICTIVE AGREEMENT

-to-

Whom It May Concern.

KNOW ALL MEN BY THESE PRESENTS:

"THAT WHEREAS, by resolution of the Board of Directors of Country Realty and Investment Company at a meeting held September 6, 1966, the Secretary was authorized and empowered to execute and record restrictive agreements on real estate being subdivided designated Country Estates, and

"WHEREAS, Country Realty and Investment Company is the owner of Country Estates, a subdivision situated in Kaysville City, Davis County, State of Utah, and

"WHEREAS, Country Realty and Investment Company desired and intends to sell and convey the same to purchasers for the purposes herein contemplated, and in order to restrict the use of said property and thereby enhance the value thereof.

"NOW THEREFORE, Be it Resolved, that Country Realty and Investment Company agrees with all who shall purchase said property on any part thereof, that in consideration of such purchase and use thereof, said property shall be and is restricted in the following respects, to-wit:

USE OF LAND: Each lot in said subdivision is hereby designated as a residential lot, and none of the said lots shall be improved, used or occupied for other than private single family residence 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 one and one-half stories in height and a private garage or carport for not more than three vehicles.

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 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.

SET BACK OF RESIDENCES FROM FRONT AND SIDE LOT LINES: No building shall be hereafter erected on any of said lots nearer than 25 feet to the front lot line, nor nearer than 8 feet to any side lot line. The side line restriction shall not apply to a garage located 60 feet or more from the front lot line, except that on corner lots no structure shall be permitted nearer than 20 feet to the side street line. All residential lots shall contain a minimum of 8,000 square feet.

NO TRADE OR BUSINESS PERMITTED: No trade or business of any kind or nature shall be permitted to be carried on upon any lot in said subdivision nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood.

RESTRICTIONS TO ANIMALS AND FOWLS: No animals or fowls shall be kept, housed, or permitted to be kept or housed on any lot or lots in said subdivision except such dogs, cats, and birds as are kept as household pets and not for any commercial purpose.

EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot. Within these easements, no structure, planting or 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 drainage channels in the easements, or which may obstruct or retard the 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.

SIGNS: No sign 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 rent, or signs used by a builder to advertise the property during the construction and sales period.

DWELLING COST, QUALITY AND SIZE: No dwelling shall be permitted on any lot at a cost of less than \$12,000.00 based upon cost levels prevailing on the dates these covenants are recorded, it being the intention and purpose of these covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches, windways and garages, shall be not less than 1,000 square feet for a one-story dwelling. No structure shall be moved onto any lot in said plot, nor shall the finished outside walls of any structure be constructed of cinder blocks larger than 4 inches by 4 inches by 16 inches.

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 material shall be kept in a clean and sanitary condition.

WATER SUPPLY: No individual watersupply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of Kaysville City. Approval of such system as installed shall be obtained from Kaysville City.

SEWAGE DISPOSAL: No individual sewage-disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendation of Kaysville City. Approval of such system as installed shall be obtained from Kaysville City.

SIGHT DISTANCE AT INTERSECTIONS: No fence, wall, 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 property lines and a line connection them at points 25 feet from the intersection of the street lines, or in the case of a 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 intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

ARCHITECTURAL CONTROL COMMITTEE: The Architectural Control Committee is composed of

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| Mr. Reed D. Lewis | 3968 South 20th East, Salt Lake City, Uta |
| Mr. Ronald A. F. McCormick | 400 E. Crestwood Rd. Kaysville, Utah |
| Mr. Monte J. Petersen | 566 North View Drive, 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 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 this covenant. 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 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. 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 powers and duties.

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 forty years from the date these covenants are recorded, after which

time said covenants shall be automatically extended for successive periods 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.

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

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.

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

The said undersigned officers hereby declare and certify that all of the lots shown on said plat are held by Country Realty and Investment Company and shall be conveyed by them subject to the reservations, restrictions, covenants, and declarations hereinabove set forth, and all persons and corporations who own or shall hereafter acquire any interest in any of said lots in said subdivision shall be taken and held to agree and covenant with other owners of the lots shown on said plattand with their heirs, successors and assigns, to conform to and observe the same.

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