

PROTECTIVE COVENANTS

WHEREAS, Carolyn M. Stuart, is the owner and possessor of the following described property situated in Davis County, Utah,

All of MOON PARK SUBDIVISION, a subdivision of part of Section 12, Township 3 North, Range 1 West, Salt Lake Meridian, in the City of Farmington, according to the official plat thereof.

And it is her desire and intent to place certain restrictions on the lots included within said subdivision, to insure a uniform development therein, and to enhance the future value thereof.

NOW, THEREFORE, she does hereby state and declare that all of said lots in said subdivision shall be henceforth conveyed subject to the following:

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 in height and a private garage or carport for not more than three cars.
2. The ground floor area of the main structure, exclusive of open porches and garage shall not be less than 1000 square feet for a two story building. All dwellings shall be constructed of new materials and no building may be constructed or moved on to any lot until owners of such dwelling plans and/or structure have the written approval from the Architectural Control Committee.
3. No building shall be located on any residential building plot nearer than 30 feet to the front lot line, except on a corner lot, in which case the setback can be reduced to 30 feet, or nearer than 10 feet from the nearest wall of the dwelling to any side lot line, or nearer than the city requirements for other out buildings. However, all buildings shall be required to meet Farmington City Specifications.
4. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1200 square feet in the case of a one-story structures, nor less than 1200 square feet, livable floor area in the case of a one and one-half story structure.
5. 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.
6. No trailer, basement, house, tent, shack, barn or other outbuilding, in said tract shall at any time be used as a residence, either temporarily or permanently.
7. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become annoyance or nuisance to the neighborhood.
8. 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.

(Continued)

Record of Deeds of Davis County, Utah  
 Date of Recording: 10/19/70  
 By: [Signature]  
 Fee Paid: 3.00  
 Recorder, Davis County  
 Book: 430  
 Page: 524

9. If the parties hereto, or any of them, or their heirs or assigns shall violate any of the covenants herein, it shall be lawful for any other persons owning any real property situated in said development or 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 to prevent him or them from so doing, or to recover damages or other dues from such violations.

10. No fence shall be located nearer to the frontlot line than the front line of the house.

11. 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.

12. 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. No animal for breeding or commercial purposes shall be kept, housed or permitted on any lot or lots in said Subdivision.

13. Invalidation of any of these covenants by judgment or court order shall in no ways affect any of the other provisions, which shall remain in full force and effect.

14. All building plans must be approved by the Architectural Control Committee, in writing, before construction is commenced. The Architectural Control Committee, is composed of Deon Stuart, Carolyn M. Stuart, and Kenyon R. Gurr, residing at Bountiful 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. 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. 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 not 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.

IN WITNESS WHEREOF, the owner has caused her hand to be hereunto affixed this 17th day of March A.D. 1970.

*Carolyn M. Stuart*  
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Carolyn M. Stuart

State of Utah )  
                  ) ss.  
County of Davis )

On the 17th day of March A.D. 1970, personally appeared before me CAROLYN M. STUART, the signer of the within instrument, who duly acknowledged to me that she executed the same.

*[Signature]*  
\_\_\_\_\_  
Notary Public

My Commission Expires: April 4, 1970  
Residing at:

