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Recorded at request of Seraldine Spencer Fee Paid \$ 5.00
Date DEC 9 1970 at 11:01 AM MARGUERITE S. BOURNE Recorder Davis County
BY Ernest W. Sweden Deputy Book 446 Page 520

RESTRICTIVE COVENANTS

346509

TO WHOM IT MAY CONCERN:

We, the owners of the following described property

located in Davis County, State of Utah, to wit:

All of Lots 1C through 16C inclusive of LAKEVIEW HILLS
SUBDIVISION, Plat "C", a subdivision of part of Section 30,
Township 3 North, Range 1 East, Salt Lake Base and Meridian,
in the City of Farmington, according to the official plat thereof.

in consideration of the premises, and as part of the general plan for
improvement of said property, do hereby made and declare the property
hereinabove described subject to the restrictions and covenants herein
recited.

1. All lots in the tract shall be known and described
as residential lots. No structure shall be erected, altered, placed or
permitted to remain on any residential building plot other than one
single-family dwelling and a private garage for not more than two cars,
except for Lots 4C and 5C. Said Lots 4C and 5C shall be allowed to have
a stable constructed thereon for a horse and fold.

2. The ground floor area of the main structure, exclusive
of open porches, and garage shall not be less than 900 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. Buildings may be located on the residential lots in
accordance with Farmington City ordinances.

4. The ground floor area of the main structure, exclusive
of one-story open porches and garages, shall be not less than 1150 square
feet livable floor area in the case of a one and one-half story structure.

5. An easement of five feet is reserved over the rear or
side of the lots, as is shown on the recorded plat, for culinary pipe lines,
irrigation and drainage ditches and for utility installation and maintenance.

Abstracted

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Entered

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6. 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 an annoyance or nuisance to the neighborhood.

7. 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.

8. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1983, and successive periods of 5 years unless a majority of the owners should vote changes.

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 front lot line than the front line of the house.

11. No animals or fowl 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 except Lots 4C and 5C. On Lots 4C and 5C, the owners shall be allowed to construct a stable and corral for a horse and a fold. Said stable shall be constructed at least 100 feet from the house and shall be constructed so as not to take away from the aesthetic value of said subdivision. Said stable shall have a minimum of 200 square feet and a maximum of 500 square feet floor space and no more than one floor with a loft. All stables shall be constructed with new materials, and no

stable may be constructed or moved on any lot until the owners of such plans or structure have the approval from the Architectural Control Committee.

12. Corrals shall be constructed with new material and shall be painted and shall be no more than 8 feet in height. Said corrals shall not take away from the aesthetic value of the subdivision. The corrals shall be kept clean at all times so as not to detract from the subdivision in any way. If the owners do not keep the corrals clean, the members of the Architectural Control Committee may have the corrals cleaned and charge the cost to the owner of the lot.

13. These restrictive covenants may be amended by a vote of the owners of 75 percent of the property in said subdivision.

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

15. All Building Plans must be approved by the Architectural Control Committee, in writing, before construction is commenced. The Architectural Control Committee is composed of Paul Spencer and Jerry Spencer, his wife, and Merrill L. Black, residing in Farmington, Utah, and Bountiful, Utah, respectively. 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, 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 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.

Dated this 7 day of December, 1970.

Paul Spencer
PAUL SPENCER

Geraldine Spencer
GERALDINE SPENCER

Subscribed and sworn before me this 7 day of December, 1970.

4-9-74
COMMISSION EXPIRES

[Signature]
NOTARY PUBLIC