

PROTECTIVE COVENANTS
CARRIE HEIGHTS SUBDIVISION
Recorded May 24, 1977
Book 650 Page 949
Entry No. 462760

C O V E N A N T S

WHEREAS, we Smedley Development Company and Alpha Financial Corporation, are the owners and possessors of the following described property situated in Davis County, Utah.

All of CARRIE HEIGHTS SUBDIVISION, a subdivision of part of Section 36, Township 4 North, Range 1 West, Salt Lake Meridian, in the City of Fruit Heights, according to the official plat thereof.

And it is our 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, we do hereby state and declare that all of said lots in said subdivision shall be hence forth conveyed subject to the following:

1. 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 one and two stories in height and a private garage and/or carport for not more than three cars.
2. No building shall be erected, placed or altered on any lot until the construction plans and specifications and plans 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 locations with respect to topography and finish grade elevation and to meet Kaysville City Requirements. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set back lines unless similarly approved.

The Architectural Control Committee is composed of Dale T. Smedley, Robert M. Jensen, Gordon Curr. A majority of the committee may designate a representative of 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 of the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specification 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 duly complied with.

3. No dwelling shall be permitted on any lot at a cost of less than \$52,000.00, based upon the cost levels prevailing on the date of these covenants, it being the intention and purpose of the covenants to assure that all dwellings shall