

678 *Steve Peterson Const.* *20.50*
Recorded at request of *Steve Peterson Const.* *20.50*
Date *MAY 4 1978* at *4:16 P.M.* MARGUERITE S. BOURNE Recorder Davis County
by *Sharon Manning* Deputy Book *705* Page *678*
PROTECTIVE COVENANTS

494699

WHEREAS, we, LS Family Corporation and Steven N and Lenore E. Peterson are the owners and possessors of the following described property situated in Davis County, Utah:

ALL of ORSON ELLIS SUBDIVISION, a subdivision of part of Section 23, Township 2 North, Range 1 West, Salt Lake Meridian, in the Town of Woods Cross, according to the official plat thereof.

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

1. USE OF LAND: All lots in the tract shall be known and described as residential lots and no structure shall be erected, altered, placed or permitted to remain on any residential building plot other than a detached single family dwelling not to exceed 1½ stories in height, and a private garage or carport for not more than three cars.
2. 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 set back line unless similarly approved. Approval shall be as provided in #4. No sign shall be allowed except those in paragraph #12 unless similarly approved.
3. ARCHITECTURAL CONTROL COMMITTEE: The Architectural Control Committee is composed of:
Virginia Swensen 146 South 350 East, North Salt Lake, Utah
Steven N Peterson 653 West 1500 South, Woods Cross, Utah
Orson H. Ellis 669 West 1500 South, Woods Cross, 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.
4. ARCHITECTURAL CONTROL PROCEDURE: 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.

653 W 1500 S
WY

Abstracted
Indexed
Entered

Platted
On Margin
Compared

5. DWELLING SIZE AND QUALITY: The ground floor area of the main structure exclusive of one-story open porches and garages, shall be not less than 1150 square feet, nor 950 square feet for a dwelling of more than one story. The main structure and any accessory buildings shall be of a quality of workmanship and materials substantially the same as the surrounding homes in this subdivision.
6. BUILDING LOCATION: No building shall be erected on any lot nearer than 30 feet to the front lot line, nor nearer than 20 feet to any side street line, nor nearer than 8 feet to any side lot line, and the total width of the two side yards shall not be less than a total of 20 feet, and the rear yards shall not be less than 30 feet. For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of the building, provided however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. A detached garage or other permitted accessory building located 40 feet or more from the set back line, may be located and shall have a minimum required side yard of not less than 1 foot, provided it is located so that it is not closer than 15 feet to a dwelling on adjacent property.
7. MINIMUM LOT SIZE: No dwelling shall be erected or placed on any lot having a width of less than 70 feet at the minimum building set back line, nor shall any dwelling be erected or placed on any lot having an area of less than 8,000 square feet.
8. NUISANCES: No trade or activity which may be offensive 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.
9. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence, either temporarily or permanently.
10. LIVESTOCK AND POULTRY: No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.
11. 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.
12. SIGNS: No signs 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.

13. 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.
14. FENCES, HEDGES, ETC.: No fence, wall, hedge or other object of similar design may be constructed on any lot nearer the street line than the front house line, nor shall any fence, wall, hedge or other object of similar design be constructed on any lot to a height greater than 6 feet.
15. SIGHT DISTANCE AT INTERSECTIONS: No fence, wall hedge or shrub planting which obstruct 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 connecting 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 with in such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
16. R-2 ZONE: All other restrictions and requirements as stated in the Woods Cross Residential Zone R-2 regulations shall apply.

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 30 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 changing said covenants in whole or in part.

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain him or them from so doing, or to recover damages thereof.

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.

WITNESS the hand of the party hereto the 4th day of May 1978.



Virginia E. Swensen
Virginia E. Swensen,
President

Steven N. Peterson
Steven N Peterson
Vice-President

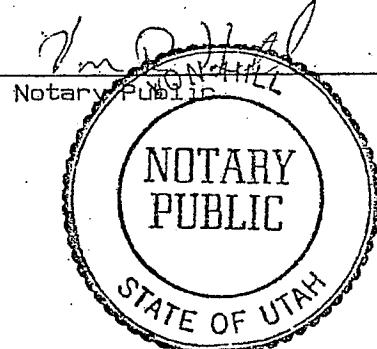
Steven N. Peterson
Steven N Peterson

Lenore E. Peterson
Lenore E. Peterson

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STATE OF UTAH]
] ss.
COUNTY OF DAVIS]

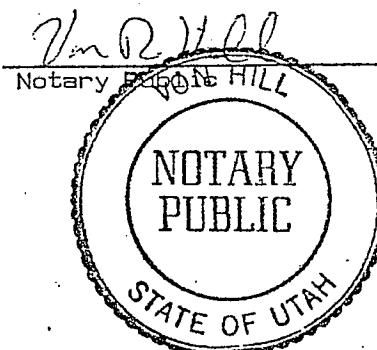
On the 4 day of MAY, A.D., 1978, personally appeared before me, Virginia E. Swensen and Steven N Peterson who being by me duly sworn did say, each for himself, that she, the said Virginia E. Swensen, is the President, and he, the said, Steven N Peterson, is the Vice-President, of LS Family Corporation, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said, Virginia E. Swensen, and Steven N Peterson, each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.



Residing in: Bountiful Utah
My Commission expires: 4 JAN. 1982

STATE OF UTAH]
] ss.
COUNTY OF DAVIS]

On the 4 day of MAY, A.D. 1978, personally appeared before me Steven N Peterson and Lenore E. Peterson, the signers of the within instrument, who duly acknowledge to me that they executed the same.



Residing in: Bountiful Utah
My Commission Expires 4 JAN. 1982