

PROTECTIVE COVENANTS
LAZY "L" ESTATES
DATED: March 4, 1977
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FOR LOTS 1 THRU 31, INCLUSIVE, LAZY "L" ESTATES OF CLINTON CITY, DAVIS COUNTY, UTAH.

These Protective Covenants, made and entered into this 4th day of March, 1977 by owners of all the within described property.

WHEREAS, said area comprises an exclusive residential area in the City of Clinton.

AND WHEREAS, it is the desire of the owners to place restrictive and protective covenants attach is that tract described as follows:

LOTS 1 THRU 31, INCLUSIVE, LAZY "L" ESTATES, CLINTON CITY,
DAVIS COUNTY, UTAH.

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 two stories in height, and a private garage or carport for not less than two vehicles and for not more than three vehicles; all to be of new materials.
2. 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.
3. No dwelling shall be permitted on any lot at a cost of less than \$36,000.00 including cost of lot, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than 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 and garages, shall be not less than 1100 square feet.
4. Nuisances. No noxious or offensive activity shall be carried on upon any lot, not shall anything be done thereon, which may be or may become an annoyance or nuisance to the neighborhood. No clothes drying or storage of any articles which are unsightly in the opinion of the Architectural Control Committee will be permitted in carports, unless in enclosed areas built and designed for such purposes. No automobiles, trailers, boats or other vehicles are to be stored on streets or front and side lots unless they are in running condition, properly licensed and are being regularly used.
5. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, not 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.

6. 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, maintained for any commercial purpose and are restricted to the owners premises or on leash under handler's control.

7. 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. Each lot and its abutting street are to be kept free of trash, weed and other refuse by the lot owner. No unsightly materials or other objects are to be stored on any lot in view of the general public.

8. The Architectural Control Committee is composed of Gary T. Lucas, 3757 South 900 West, Ogden, Utah and David Lucas, 5352 South 3500 West, Roy, 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 member 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.

9. 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 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.

10. 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 ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants whole or in part.

11. 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.

12. Invalidation of any one 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.

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