

PROTECTIVE COVENANTS
RANCHETTES WEST #2
Recorded February 1, 1979
Book 751 Page 438
Entry No. 521784

TO WHOM IT MAY CONCERN:

That whereas the undersigned are the present owners of all of the hereinafter described property in the City of Syracuse, Davis County, Utah;

And, whereas said area comprises an exclusive residential area in the City of Syracuse;

And whereas it is the desire of the owners to place restrictive and protective covenants upon said land and parcel of ground for the benefit and protection of the owner or future owners thereof;

Now, therefore, it is stated that the premises to which these restrictions and protective covenants attached is that tract described as follows, to-wit:

RANCHETTES WEST, a part of the East half of Section 17, Township 4 North, Range 2 West, Salt Lake Base and Meridian, United States Survey.

1. Lots 34 through 108 of 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 one detached single-family dwelling not to exceed two (2) stories in height, and a private garage for not more than three(3) cars, and other buildings incidental to permitted use within the terms of governing zoning ordinances of the plot and these covenants. All structures to be of new materials.
2. No dwelling shall be permitted on any lot at a cost of less than \$18,000.00 excluding lot based upon cost levels prevailing on the date these covenants are recorded, it being the intention and the purpose of the covenant to assure that all dwellings shall be of 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 not be less than 850 square feet for a one-story dwelling.
3. (a) No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building set-back lines shown on the recorded plat. In any event no buildings shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 20 feet to any side street line, nor nearer than 12 feet to any interior lot line, except that minimum setback for sideyards on both sides of the house shall total at least 26 feet.

(b) No detached accessory building, including garages, but excluding buildings for animals and fowl, shall be constructed nearer than 65 feet from the front lot line or 6 feet back from the rear set-back line of the main building, or nearer than 30 feet from any side street line, or nearer than 1 foot to any interior side lot line, provided front set-back is maintained at least 16 feet from

dwellings on adjacent lots and further provided on corner lots 8 feet set-back from the rear lot line shall be required, without rights of reduction.

(c) For the purpose of this covenant, eaves, steps and open porches shall not be considered as a 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.

4. No dwelling shall be erected or placed on a lot having a width of less than 100 feet, nor shall any dwelling be erected or placed on any lot having an area of less than 20,000 square feet; no lot shall be subdivided.

5. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 7 feet of each lot, unless otherwise noted thereon. 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 or 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 these improvements for which a public authority or utility company is responsible.

6. NUISANCES. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

(a) No clothes drying or storage of any articles is permitted in carports unless in enclosed areas designed for the purpose.

(b) No storage of any articles, material, equipment or vehicles of any nature is permitted in the front yard portion of any lot except that regularly used passenger cars and light pick-up trucks can be parked on driveway areas. Trailers, trucks, campers, boats and all types of accessory equipment are permitted to be stored or repaired only in garage, carports or on the rear yard areas of each lot.

(c) Each lot is to be developed and maintained by its owner in an attractive, safe and sanitary manner.

7. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

8. No sign 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 six 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.

9. 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 the use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

10. No animals, livestock or poultry shall be raised, bred or kept on any lot, for any commercial purposes except for:

a. the keeping of household pets, or

b. the raising and/or keeping of the following kinds of animals and fowl on temporary basis, subject to cancellation by the architectural control committee, provided that all pens, barn, coops and stables housing same shall be located not less than 150 feet from a public street and 100 feet from all dwellings on adjacent lots, as follows: 1 horse or 1 cow, 2 sheep or goats, 37 small vegetable eating (non-carnivorous) fur-bearing animals such as rabbits, chinchilla or nutria, in addition to animals and fowl for family food production.

11. 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.

12. No fence, wall hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above 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 property extended. The same straight-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 within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

13. A Committee authorized to require and approve the conformity of all construction on said lots in the RANCHETTES WEST #2, Syracuse, Davis County, Utah, in accordance with these covenants shall consist of Jerry Wade, C.H. Dredge and John W. Langley, of Wever County, Davis County and Weber County, respectively. The committee shall serve without compensation for their services determining any question of said conformity. This Committee may, in writing, by a vote of a majority of its members designate a representative to act in its place and stead. In the event of death or resignation of any member or members, the remaining members or member shall have full power to perform the act or acts herein authorized to said committee. 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.

14. 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 commenced prior to the completion thereof, approval will not be required, and the related covenants shall be deemed to have been fully complied with.

15. 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 (40) years from the date these covenants are recorded, after which time covenants shall be automatically extended for successive periods of ten (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.

16. If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other persons, owning any real property situated in said development of subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

WADES, INC.

By: _____
Jerry Wade, Vice-President

STATE OF UTAH)
COUNTY OF WEBER) : ss.

On the 31 day of January, 1979, personally appeared before me Jerry Wade, who, being by me duly sworn, did say that he is the Vice President of Wades, Inc., and that the above instrument was signed in behalf of said acknowledged to me that said corporation executed the same.

Commission Expires:

Notary Public
Residing at Ogden: Utah