

Recorded at request of *First Sec Bank of Utah* Fee Paid \$ *17.00*  
 Date **APR 28 1982** at *9:20* AM CAROL DEAN PAGE Recorder Davis County  
 By *Grace Van Swanson* Deputy Book *900* Page **730**

**614084** AMENDED  
 DECLARATION OF PROTECTIVE COVENANTS,  
 AGREEMENTS, RESTRICTIONS, AND CONDITIONS  
 AFFECTING THE REAL PROPERTY KNOWN AS

BROOKHURST PHASE 2

PART A. PREAMBLE

The undersigned, First Security Bank of Utah, N.A., being the owner of land hereinafter described as Brookhurst Phase 2 - (lots 51, 52, 53, 54, 55, 56, 58, 59, 60, 61, 62, 63, 65, 66, 68, 69, 71, 72, 73, 74, 75), located in Davis County, Utah, desiring to develop a residential area of distinctive and individual character and to provide means by which such character may be safeguarded and protected, does hereby make this Amended Declaration of Protective Covenants, Agreements, Restrictions, and Conditions as follows, to wit:

WHEREAS, the undersigned is the legal and beneficial owner of a certain tract of land situated in Davis County, State of Utah, described as follows:

Brookhurst Plat No. 2 (lots 51, 52, 53, 54, 55, 56, 58, 59, 60, 61, 62, 63, 65, 66, 68, 69, 71, 72, 73, 74, 75).

WHEREAS, the undersigned are about to sell the property as described heretofore, which they desire to subject, pursuant to a general plan of improvement, to certain restrictions, conditions, covenants and agreements, between them and the several purchasers of said property themselves as hereinafter set forth:

NOW THEREFORE, the undersigned declare that the property described heretofore is held and shall be sold, conveyed, leased, occupied, resided upon, hypothecated, and held subject to the following restrictions, conditions, and agreements between it and the several owners and purchasers of said property as between themselves and their heirs, successors and assigns.

Abstracted  
 Indexed  
 Entered  
  
 Platted  
 On Margin  
 Compared

PART B. RESIDENTIAL AREA COVENANTS

B-1. LAND USE AND BUILDING TYPE.

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 a detached single-family, single or two-story dwelling and a private garage or carport.

B-2. ARCHITECTURAL CONTROL.

No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plot 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 and size 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 unless similarly approved. Approval shall be as provided in Part C.

B-3. DWELLING QUALITY AND SIZE.

Any Rambler-style home, with or without a basement, should be not less than 1000 square feet. A two-story dwelling should have not less than 700 square feet per floor. A split entry-type home should be not less than 1000 square feet on the main level. In the above type homes there should be a minimum of a garage or carport. No structure shall present an unfinished appearance for a period of more than nine months from the beginning of construction.

B-4. BUILDING LOCATION.

(a) No building shall be located on any lot nearer than 30 feet to the front lot line or nearer than 30 feet to any side street line. (b) No building shall be located nearer than 8 feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 30 feet to the rear lot line. (c) For the purposes of this covenant, eaves, steps and open

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*1st Sec Bank of Utah*  
*415 S. Main*  
*Salt Lake City*

porches shall not be considered as a part of building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. (d) With written approval of the Architectural Control Committee, an attached garage or carport may be located nearer to a street than above provided, but not nearer than 30 feet to any street line where in the opinion of said committee the location and architectural design of such proposed garage will not detract materially from the appearance and value of other properties. Furthermore, under similar conditions and approval, a dwelling may be located nearer to a street than above provided, but not nearer than 30 feet to any street line.

#### B-5. 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 water through 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 of utility company is responsible.

#### B-6. NUISANCES.

No noxious or offensive trade or 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. No clothes drying or storage of any articles which are unsightly in the opinion of the Architectural Control Committee will be permitted unless in enclosed areas built and designed for such purpose.

#### B-7. TEMPORARY STRUCTURES.

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.

#### B-8. SIGNS.

No sign of any kind shall be displayed to the public view on any lot except one sign of not more than 8 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.

#### B-9. OIL AND MINING OPERATIONS.

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

#### B-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 or in unreasonable quantities. All such pets are to be restrained to the owners premises unless on a leash under handler's constraint.

#### B-11. 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 and out of sight from the general public.

#### B-12. FENCES AND SIGHT DISTANCE AT INTERSECTIONS.

No fence or wall shall be erected, placed, or altered on any lot nearer to any street than the minimum building setback line. Furthermore, no fence, wall, hedge, or shrub planting which obstructs 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 property line extended. 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.

B-13. ANTENNA.

No large or otherwise unusual exterior radio and/or television antennas shall be erected or maintained on the property without the written approval of the Architectural Control Committee. Their decision will be final in each instance.

B-14. NO FURTHER SUBDIVIDING.

No lot may be further subdivided nor any easement or other interest therein less than the whole be conveyed by the owner thereof without the prior written approval of the Architectural Control Committee; provided, however, that nothing herein shall be deemed to prevent or require the approval of the Architectural Control Committee for the transfer or sale of any lot to more than one person to be held by them as tenants in common or joint tenants.

PART C ARCHITECTURAL CONTROL COMMITTEE.

C-1. MEMBERSHIP.

The Architectural Control Committee is composed of Norval H. Lambert, 3787 Springhollow Dr., Salt Lake City, Utah 84109; Leonard H. Keitz, 3553 Covepoint Dr., Salt Lake City, Utah 84109; and Durell K. Dibb, 752 West Bullion, Murray, Utah 84107. The Committee has designated Durell Dibb 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. However, this compensation provision shall not apply to the declarant or his designated representative for a period of three years after the date this document is recorded. 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.

C-2. 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.

PART D. GENERAL PROVISIONS.

D-1. TERM.

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 40 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive period of 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.

D-2. ENFORCEMENT.

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.

D-3. SEVERABILITY.

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

DATED this 23 day of April, 1982.

FIRST SECURITY BANK OF UTAH, N.A.

By: William H. Starkweather  
Vice President

STATE OF UTAH            )  
                                  ) ss.  
COUNTY OF SALT LAKE )

On the 23 day of April, 1982, personally appeared before me William H. Starkweather who, being duly sworn, did say that he is the Vice President of FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, a corporation and that the foregoing instrument was signed in behalf of said Corporation by authority of a Resolution its Board of Directors, and said William H. Starkweather acknowledged to me that said Corporation executed the same.

My Commission Expires:  
Feb 19, 1984

Wicki Schneider  
Notary Public Residing at: Salt Lake