

Harvey Hill & Son
2143 W. 5500th.
Roy, UT 84067

PROTECTIVE COVENANTS FOR PHASE I KENTWOOD ESTATES

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned is the present owner of all the pieces and parcels of land embraced within the area hereinafter specifically described, and

WHEREAS, said area comprises an exclusive residential area of Roy City, Weber County, State of Utah, and

WHEREAS, it is the desire of the owner of said property to place Restrictive Covenants upon said property for the mutual benefit and protection of future owners thereof, and

NOW THEREFORE, the following Restrictive Covenants are placed upon said property for the mutual benefit and protection of future owners, and that the premises to which these Restrictive Covenants shall attach are specifically described are as follows:

All of lots 1 through 15, and townhouses 1A thru 18R. Kentwood Estates Phase I, as shown on the Plat as recorded, in the City of Roy, County of Weber, State of Utah.

1. All lots in said development shall be known and described as residential property. No building shall be erected, altered, placed, or permitted to remain on any lot other than one single family dwelling not to exceed two stories in height and a private garage or carport for no more than three cars and other out buildings approved in writing by the committee herein below described.

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 buildings setback line unless similarly approved.

The architectural control committee is composed of Harvey F. Hill, Marian M. Hill, Kent Harvey Hill, and Linda G. Hill, all of 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 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. 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.

3. No noxious or offensive activity will 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 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.

4. No trailer, basement, tent, shack, garage, barn or other out building erected in the development shall at any time be used as a residence temporarily or permanently. No shall any structure of a temporary character be used as a residence.

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5. No dwelling shall be permitted on any lot at a cost of less than \$18,000.00 plus the lot, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant 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 500⁺ square feet.
6. Easement for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear seven 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. The easement area of each lot and all improvements in it shall be maintained continuously by owner of property, except for those improvements for which a public utility company is responsible.
7. No sign or emblem 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.
8. 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.
9. 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 purposes, and are restricted to the owner's premises or on leash under handler's control.
10. 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 the other equipment for the storage or disposal of such material will be kept in a clean and sanitary condition. Each lot and its abutting street are to be kept free of trash, weeds 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.
11. No fence, wall, hedge or shrub planting which obstructs sightlines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the development, or in case of 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 if 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.
12. Trees, lawns, shrubs or other plantings provided by the developer shall be properly nurtured and maintained or replaced at the property owner's expense upon request of the Architectural Control Committee.
- 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 times 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, agreeing to change said covenants in whole or in part.
- I2a. The area adjacent to the town houses South East corner are to be multi-family dwellings up to three stories high. These dwellings are to be apartments or condominium townhouses for sale or rent.
- I2b. A light commercial area is planned for the South East corner off 5600 S.
- I2c. Rental type garages are to be located adjacent to the Railroad right-of-way.

13. No dwelling shall be located nearer than 3 feet to any interior lot line, except that some dwellings shall have a common wall with an adjoining dwelling on an adjacent lot and have a zero side yard, but a minimum 3 foot side yard for the opposite side shall be required. No dwelling shall be located on any interior lot nearer than 5 feet to the rear lot line. Detached garages or other permitted accessory buildings may be located one foot or more from the rear lot line, so long as such buildings do not encroach upon any easements. There will be a minimum of 10 feet between dwellings.

PARTY WALL DECLARATION

That portion of the boundary line of any lot upon said property occupied or covered by a building containing a division wall will be construed to exactly longitudinally bisect said division wall: the owners of the wall on each half of said wall shall shall have an easement of support in the other one half of said wall, and said wall shall be a party wall for the benefit of both parties, subject to the following rights and obligations:

1. Should said party wall at any time be damaged or destroyed by the default or negligence of one of said parties, such party shall rebuild or repair said wall to a condition equal or better than immediately prior to its being damaged and shall compensate the other party for any damage to the property of such other party.
2. Should said party wall be damaged or destroyed by any cause other than the act or negligence of the other party, the same shall be rebuilt or repaired to a condition equal to or better than immediately prior to its being damaged, at the joint expense of both parties, provided that any sum received by insurance against such damage or destruction shall be first applied to such restoration.
3. In the event either party desires to extend their respective buildings either longitudinally along said boundary line or vertically from the location of said party wall, said extension shall be on top of and/or on the same line as the present wall or any extension thereof. When either party shall so extend said wall, the other party shall have the right to use as a party wall and join the same by paying the other party one-half of the cost of such wall as he shall use, in being understood that any such extension shall at all times be a party wall.
4. The rights and obligations of said parties in and to said party wall shall be perpetual; shall run with the land and shall benefit and apply to their respective heirs, administrators, executors, and assigns.

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

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.

Dated this 15 day of DECEMBER, 1977.

By Marian M. Hill
Marian M. Hill

By Linda G. Hill
Linda G. Hill

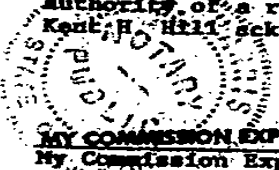
HARVEY F. HILL & SON

By Harvey F. Hill
Harvey F. Hill, Owner

By Kent H. Hill
Kent H. Hill, Owner

STATE OF UTAH
County of Weber

On the 15th day of DECEMBER, A.D. 1977, personally appeared before me, Harvey F. Hill and Kent H. Hill, who being by me duly sworn, did say that they are the owners of Kentwood Estates Planned Unit Development, Harvey F. Hill and Son Company, Utah, and that said instrument was signed in behalf of said company by authority of a resolution of its Board of Directors, and the said Harvey F. Hill and Kent H. Hill acknowledge to me that said company executed same.



[Signature]
Notary Public

2592 W 4950 S RAY UT 84067
Residing at

FILED AND RECORDED FOR
Harvey Hill & Son
1977 DEC 15 AM 11 16

RUTH E. WELSEN
WEBER COUNTY RECORDER
DEPUTY *Chungzel*

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