

08-134-0046-0079

-TO-  
WHOM IT MAY CONCERN

DECLARATION OF PROTECTIVE  
COVENANTS, AGREEMENTS, RESTRICTIONS  
AND CONDITIONS AFFECTING THE REAL  
PROPERTY KNOWN AS SOUTH BENCH  
ESTATES PHASE NO. 3

RETURNED

-FROM-

SALT LAKE INVESTMENT COMPANY  
A UTAH CORPORATION

AUG 17 1990  
E: 899778 BK 1366 PG 744  
CAROL DEAN PAGE, DAVIS CNTY RECORDER  
1990 AUG 17 3:07 PM FEE 26.30 DEP JB  
REC'D FOR SECURITY TITLE COMPANY

PART A. PREAMBLE

WHEREAS, the undersigned is the legal and beneficial owner of certain tract of land situated in Davis County, State of Utah, described as South Bench Estates Phase No. 3 Subdivision and

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

NOW THEREFORE, the undersigned declares 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, covenants and agreements between themselves and their heirs, successors and assigns.

PART B AREA OF APPLICATION

B-1. FULLY-PROTECTED RESIDENTIAL AREA. The Residential Area Covenants in Part C in their entirety shall apply to all lots included in South Bench Estates Phase No. 3 Subdivision, Lots 46 through 79 according to the Official Plat thereof, as recorded in the Office of the County Recorder of Davis County.

PART C RESIDENTIAL AREA COVENANTS

C-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 one dwelling not to exceed two stories in height. Said premises shall be used for private resident purposes only, except as hereinafter set forth and no structure of any kind shall be moved upon said premises, nor shall any incomplete building be permitted to remain incomplete for a period in excess of one year from the date the building was started unless approved by the Architectural Control Committee. All homes shall have a minimum of a one-car enclosed garage which may be either attached or free-standing.

If free-standing, the garage must have the same architectural character and materials as the home. All homes shall be of single-family character with no duplexes or basement apartments for rent. This land is currently zoned R-1-8 under the Kaysville City Zoning Ordinance.

C-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 finished 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 D.

C-3. DWELLING QUALITY AND SIZE. The ground square area of the main structure exclusive of garage and any one-story open porches shall not be less than 950 square feet for a one-story dwelling. In a split level dwelling, the combined area of a single level and each of the two levels in the adjoining two-story portion of the dwelling, exclusive of the garage and any one-story porches shall total not less than 1,100 square feet. In a two-story home which is two stories above the curb level, the combined area of the ground story level and the story above ground story level, exclusive of garage and any one-story open porches shall total not less than 1,200 square feet. In a split-entry dwelling, the combined area of the above ground level and the below ground level shall be 1,100 square feet with the above ground level being not less than 900 square feet, exclusive of garage and any one-story open porches. If four feet or more of foundation is above finished grade, then the basement becomes a story. For the purposes of these covenants, the basement area shall in no event be considered a story. It is the purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same as or better than that which can be produced at the date that these covenants are recorded. All construction to be of new material, except that used brick may be used with prior written approval of the Architectural Control Committee.

C-4. SET BACK LINES. Unless a written exception is granted by the Architectural Control Committee where unusual circumstances exist, the following set back lines shall apply:

- (a) No building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 20 feet to any side line (corner lots).
- (b) No building shall be located nearer than 8 feet to an interior lot line. No dwelling shall be located nearer than 15 feet to the rear lot line.
- (c) For the purposes of these covenants, eaves, steps and open porches shall not be considered as part of a building provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

C-5. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 70 feet at the point where there is proposed to be located that part of the dwelling closest to the front street.

C-6. EASEMENTS. Easements for installation and maintenance of irrigation, utilities, and drainage facilities are reserved as shown on the recorded plat. 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. 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. No structure shall be constructed within 12 feet vertically or horizontally of any power conductor.

C-7. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No automobile or other vehicle is to be parked on the street or front or side of any lot unless it is in running condition, properly licensed and regularly used.

C-8. 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.

C-9. PRIVATE RESIDENCE: MOVING OF STRUCTURES. Said premises shall be used for private residence purposes only, except as hereinafter set forth and no structure of any kind shall be moved from any other prior residence upon said premises. No incomplete building shall be permitted to remain incomplete for a period in excess of one year from the date the building was started unless approved by the Architectural Control Committee, in writing, and then only for reasons beyond the control of the Committee.

C-10. SIGNS. 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, or sign used by a builder to advertise the property during the construction and sales period. Normal "For Sale" signs shall be allowed.

C-11. 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.

C-12. 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 and are restricted to the owner's premises or on leash under handler's control.

C-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 materials shall be kept in a clean or sanitary condition and away from public view.

C-14. SIGHT AND DISTANCE AT INTERSECTIONS. No fence, walls, 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 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 within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

C-15. SLOPE AND DRAINAGE CONTROL. No structure, planting or other material shall be placed or permitted to remain, or other activities undertaken which may damage or interfere with established flow ratios, create erosion or sliding problems, or which may change the direction of flow of drainage channels or obstruct or retard the flow of water through drainage channels. The slope control area of each lot and all improvements in them shall be maintained continuously by the owner of the lot, excepting those improvements for which public authority or utility company is responsible. It shall be the responsibility of the owner to see that his lot conforms with and continues to conform with any established Grading and Drainage Plan that has previously been designed by the developer.

## PART D. ARCHITECTURAL CONTROL COMMITTEE

D-1. MEMBERSHIP. The Architectural Control Committee is comprised of Howard Kent, Hank Rothwell and C. Patrick Bates at 230 South 500 East, Salt Lake City, Utah. In the event of death or resignation of any member of the Committee, the remaining members shall have the full authority to designate a successor. Neither the members of the Committee, nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a two-thirds majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Committee or restore to it any of its powers and duties.

D-2. PROCEDURE. The Committee's approval or disapproval as required in these covenants shall be in writing. The lot owner must submit a set of formal plans, specifications, and site plan to the Committee before the review process can commence. 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 thereof, approval will not be required and the related covenants shall be deemed to have been duly complied with.

## PART E. GENERAL PROVISIONS.

E-1. TERMS. These covenants are to run with the land permanently and shall be binding on all parties and all persons claiming under them unless an instrument signed by a two-thirds majority of the then owners of the lots has been recorded, agreeing to change covenants in whole or in part.

E-2. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person violating or attempting to violate any covenant either to restrain violation or to recover damages.

E-3. SEVERABILITY. Invalidation of any one of these covenants by judgment or court shall in no way affect any of the other provisions which shall remain in full force and effect.

E-4. AMENDMENT. These covenants can be amended by two-thirds majority of the property owners recording an amendment to these covenants.

THIS DECLARATION is made this 29th day of June, 1990.

SALT LAKE INVESTMENT COMPANY

By: Howard J. Kent  
Howard J. Kent, President

By: C. Patrick Bates  
C. Patrick Bates, Secretary

STATE OF UTAH           )  
                              :  
COUNTY OF SALT LAKE )

On the 29th day of June, 1990, personally appeared before me Howard J. Kent, and C. Patrick Bates, the signers of the within instrument, who duly acknowledged to me that they executed the same for and in behalf of Salt Lake Investment Company.

My Commission Expires:

12/14/92

