

E# 927855 BK 1413 PG 965
CAROL DEAN PAGE, DAVIS CNTY RECORDER
1991 MAY 22 2:08 PM FEE 24.00 DEP JB
REC'D FOR WESTERN STATES TITLE COMPANY

lots 1 to 26
Brookhurst Farms A
02-129-105

DECLARATION OF PROTECTIVE COVENANTS
FOR
BROOKHURST FARMS SUBDIVISION PLAT A

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS the undersigned, being the owners of the following described real property situate in Davis County, State of Utah, to wit:

All of lots 1 through 26 of Brookhurst Farms Subdivision PLAT A

In consideration of the premises and as part of the general plan for improvement of the property comprising Brookhurst Farms Subdivision, we do hereby declare the property hereinabove described subject to the restrictions and covenants herein recited.

PART A
RESIDENTIAL AREA COVENANTS

1. Planned Use and Building Type - All Lots Zoned R-1-10

No lot shall be used except for single family residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than a detached single family dwelling not to exceed two stories in height with a private garage for not less than two vehicles and for not more than four vehicles. Off-street parking must be provided for an equivalent number of vehicles to the number of vehicles garaged. All construction to be of new brick, stone or stucco, except that used brick may be used with prior written approval of the Architectural Control Committee. Aluminum may be used for soffit, fascia, guttering and gable ends.

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 upon the lot have been approved by the Brookhurst Farms Subdivision Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures and the overall aesthetic plan for Brookhurst Farms Subdivision, and as to location in respect with typography 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 B.

3. Dwelling Quality and Size.

No dwelling shall be permitted on any lot wherein the finished ground floor area of the main structure, exclusive of open porches and garages is less than 1,500 square feet for a single story, split level or split entry structures; or less than 1,200 square feet on the main floor with the aggregate footage of above ground floors of the structure to total a minimum of 2,200 finished square feet for two story or multi-level structures. All exterior design of home to be approved by the Architectural Control Committee.

4. Building Location.

All set backs, side yards and rear yards shall be in conformance with Centerville City Ordinance in effect at the time of construction of any building on any lot.

5. Easements.

For installation of and maintenance of utilities and drainage facilities, areas are reserved as shown on the recorded plat. Within these easements, no structure, planting or other materials 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 or flow of drainage channels in the area, or which may obstruct or retard the flow of water through drainage channels or easements. The easement area of each of the lots 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.

6. Nuisances.

No noxious or offensive activity shall be carried on upon any lot, or shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No clothes line, outbuildings or storage of any articles which are unsightly in the opinion of the Brookhurst Farms Subdivision Architectural Control Committee will be permitted unless it is in an enclosed area built and designed for such purposes. No automobiles, trailers, motor homes, recreational vehicles, boats or other vehicles are to be stored on the streets. Nor shall such vehicles be stored on front or side lots unless they are in running condition, properly licensed, and are being regularly used.

7. Temporary Structures.

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

8. Garbage and Refuse Disposal.

E# 927855 BK 1413 PG 967

No lot shall be used as or maintained as a dumping ground for rubbish, trash, garbage or other waste and such materials shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No trash, refuse or construction debris may be burned on any lot at any time, neither in an incinerator nor open fire. Each lot and its abutting street is to be kept free of trash, weeds and other refuse by the lot owner. No unsightly material or objects are to be stored on any lot in view of the general public.

9. Animals and Pets.

No livestock, poultry, or animals other than dogs, cats or other household pets may be kept on the premises as permissible within current zoning regulations. A total of two dogs and/or cats are permissible provided that they are not kept, bred or maintained for any commercial purpose and are restricted to the owners' premises and under handlers control.

If, in the opinion of the Brookhurst Farms Subdivision Architectural Control Committee, any of the aforementioned animals or pets become an annoyance, nuisance, obnoxious or a danger to other owners throughout the subdivision, the committee may require the elimination of any such animal or pet considered dangerous or unsafe to the neighborhood. All pets must be restrained on their owners property.

10. Landscaping.

All existing natural and cultivated foliage is to be preserved whenever possible. Top soil is to be scraped and stockpiled before excavation for foundations or footings. The top soil is to be replaced at the time of finish grading on each lot.

Each lot is to be landscaped within 12 months of the occupancy date of any structure built upon said lot. Landscaping of lots shall be considered completed when the first 30' of the lot or the front yard is planted with grass and maintained, and the remainder of the lot is cultivated or planted and kept free of weeds and debris.

Trees, lawns, shrubs and other plantings provided by the owner either before or after construction of a dwelling unit upon said lot shall be properly nurtured and maintained or replaced at the owner's expense upon request of the Brookhurst Farms Subdivision Architectural Control Committee.

11. Sign.

No signs 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 signs used by a builder or developer to advertise the property during the construction and sales period.

12. Subsurface Drainage.

E: 927855 BK 1413 PG 968

At the closing of each lot a fee of \$100.00 will be placed in an interest bearing account for the sole purpose of maintenance of the subsurface drainage system. Should this drainage system be accepted by Centerville City as a City responsibility, said funds will be transferred to Centerville City. It is understood that said funds belong to Brookhurst Farms Subdivision as a whole and will be used only for the maintenance of said drainage system, until such time, if ever, Centerville City accepts said drainage system these funds shall be under the responsibility of the treasurer of Woodland Homes Inc. as a pledged account.

Each lot will be provided a lateral for this subsurface drainage system.

13. Existing Animal and Barn Condition

The buyers of lots 3, 4, and 5 are aware of the existing barns corrals and animals at the rear property line and hereby accepts these conditions as possible permanent uses.

PART B

BROOKHURST FARMS SUBDIVISION ARCHITECTURAL CONTROL COMMITTEE

1. Membership.

The Brookhurst Farms Subdivision Architectural Control Committee is comprised of Lane Beattie, Wayne Back and Patricia Mason. 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 their designated representative shall be entitled to any compensation for services pursuant to this covenant.

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 the event there is no suit to enjoin the construction which 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 C
GENERAL PROVISION

1. Term.

These covenants are to run with the land and should and shall be binding upon all parties and all persons claiming under them for a period of 20 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for a successive period of 10 years unless an instrument signed by a majority of the then owners of the lots have been recorded agreeing to change said covenants in whole or in part.

2. Enforcement.

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

3. Severability.

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

Dated:

by *Lane Beattie*
Lane Beattie
Wayne Back
Wayne Back
Patricia Mason
Patricia Mason

STATE OF UTAH)
) ss
COUNTY OF DAVIS)

On the 20th day of May, 1991, personally appeared before me LANE BEATTIE, WAYNE BACK AND PATRICIA MASON, the signers of the within instrument, who duly acknowledged to me that they executed the same.

Larry W. Johnson
NOTARY PUBLIC
RESIDING AT: *B.H. U.*

