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JUL - 2 1992

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CAROL DEAN PAGE, DAVIS CNTY RECORDER  
JUL 2 2:21 PM FEE 19.50 DEP MB  
REC'D FOR BALLING ENGINEERING INC

PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS

THAT, WHEREAS, the undersigned, being the Owners of the following described real property located in the City of Layton, Davis County, State of Utah, to-wit:

Lots 88 to 103 inclusive, Pleasant Hills, according to the plat thereof, as recorded in the office of the County Recorder of said County

PLAT E

Do hereby establish the nature of the uses and enjoyment of all lots in said subdivision and do declare that all conveyances of said lots shall be made subject to the following conditions, restrictions and stipulations

1. 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 detached single-family dwelling not to exceed two stories in height and private garages and/or carports for not more than three vehicles. All construction to be of new materials, except that used brick may be used with prior written approval of the Architectural Control Committee.
2. No building shall be erected, placed or altered on any lot until the construction plans and specifications plans 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 the location with respect to topography and finished grade elevations and to meet Layton City requirements. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set back line unless similarly approved.

The Architectural Control Committee is composed of Donn K. Stephenson, June Stephenson and H. Keith Stephenson. A majority of the committee may designate a representative to act for it. In the event of death of 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 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 or duties.

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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 the thirty (30) days after the 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 duly complied with.

3. No dwelling will be permitted on any lot at a cost of less than forty thousand (\$40,000) dollars exclusive of lot, based upon cost levels prevailing on the date the covenants are recorded, it being the intention and purpose of the covenants 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 main floor area of the main structure exclusive of one-story open porches and garages shall be not less than nine hundred (900) square feet.

4. a. No building shall be located on any lot nearer than twenty five feet (25') to the front lot line, or nearer than twenty feet (20') to any side street line.

b. No dwelling shall be located nearer than eight feet (8') to any interior lot line, except that a one-foot minimum side yard shall be permitted for a garage or other permitted accessory building located forty five feet (45') or more from the front building set back line. No dwelling shall be located on any interior lot nearer than seven feet (7') to the rear lot line. Detached garages or other permitted accessory buildings may be located seven feet (7') or more from the rear lot line, so long as such building do not encroach upon any easements.

c. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of building provided, however that this shall not be construed to permit any portion of any building on a lot to encroach upon another lot.

5. No dwelling shall be erected or placed on any lot having a width of less than seventy feet (70') at the front building setback nor shall any dwelling be erected or placed on any lot having an area of less than eight thousand (8000) square feet, except that a dwelling may be erected or placed on all corner and cul-de-sac lots, provided that the above yard clearances are maintained.

6. Easement Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear seven feet (7') 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, 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 or utility company is responsible

- 7 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. 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 designed for such purpose. No automobiles, trailers, boats, or other vehicles are to be stored on streets or front or side lots unless they are in running condition, properly licensed and are being regularly used.
- 8 Temporary Structures No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-buildings shall be used on any lot at any time as a residence either temporarily or permanently. No Mobile Homes are permitted.
- 9 Signs No sign of any kind shall be displayed to the public view on any lot except one professional sign or not more than one square foot, on 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 sale period.
- 10 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. 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 Sight Distance at Intersection. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (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 twenty five (25) feet from the intersection of the street lines or in case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on a driveway or alley.

pavement No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines

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 purposes and are restricted to the owner's premises or on leash under handler's control
13. 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
14. Landscaping 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
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 slope 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 areas of each lot and all improvements in them shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible

#### GENERAL PROVISIONS

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 forty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten 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 part
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

- 3. Severability      Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.
- 4. Amendment      These covenants are to run with the land and shall be binding on all parties and all persons claiming under them unless an instrument signed by seventy-five percent of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part

Donn K. Stephenson  
Donn K. Stephenson

June Stephenson  
June Stephenson

H. Keith Stephenson  
H. Keith Stephenson

STATE OF UTAH

1992

COUNTY OF DAVIS

On the 1<sup>st</sup> day of July 1992, personally appeared before me H. Keith Stephenson who being duly sworn did say, that he is the President of H. K. Stephenson Construction Co. and that the within and foregoing instrument was signed in behalf of said Corporation, by authority of a resolution of its Board of Directors and the said H. Keith Stephenson duly acknowledged to me that said Corporation executed the same

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, this 1<sup>st</sup> day of July 1992

Georgene Long  
Notary Public

Residence Bountiful, Utah

My Commission Expires 8-30-93

