

TAX ID#: 02-137-0001-0017

P R O T E C T I V E C O V E N A N T S

FOR LOTS 1 THRU 17 INCLUSIVE, SHADOW MOUNTAIN SUBDIVISION, OF CENTERVILLE CITY, DAVIS COUNTY, UTAH.

These Protective Covenants, made and entered into this 30th day of July, 1992, by owners of all the within described property: H-Four, a Utah General Partnership, Bountiful, Utah.

WHEREAS, said area comprises an exclusive residential area in the City of Centerville, Davis County, Utah.

AND WHEREAS, it is the desire of the owners to place Restrictive and Protective Covenants upon said land and parcel of ground for the benefit and protection of the owners or future owners thereof.

NOW, THEREFORE, it is stated that the premises to which these restrictive and protective covenants attach is that tract described as follows:

LOTS 1 THRU 17 INCLUSIVE, SHADOW MOUNTAIN SUBDIVISION, a subdivision of part of Section 8, Township 2 North, Range 1 East, Salt Lake Base and Meridian, in the City of Centerville, Davis County, Utah, according to the official plat thereof.

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 dwelling not to exceed two stories in height. Each home must also have a basement. Each property must have at least a double garage. Exceptions are additional garages which may be added to property, and storage or tool sheds. Such structures must be finished on the exterior. All structures must be of new materials. Carports are not permitted.
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 structures 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 building setback line.

3. Dwelling sizes to be as follows: Rambler or one-story homes to be a minimum of 1500 square feet on the main floor plus a full basement. Two-story homes must be a minimum of 1200 square feet on the main floor with an upstairs and a full basement. Both of these square footages are exclusive of open porches and garages. 50% of the exterior finished wall must be brick veneer or rock construction.
4. Front, Side, and Rear yards and/or set backs will be as required by City Ordinances; however, LOTS 1 and 2 may require a variation due to a storm sewer easement.
5. No Solar or Log homes will be permitted. Green houses back of house are permissible as long as they are not used as the primary source of heating the home. No solar panels of any kind or description are permitted.
6. Easements for installation and maintenance of 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 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 are 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 storage of any articles which are unsightly in the opinion of the Architectural Control Committee will be permitted unless it is in enclosed areas built and designed for such purposes. No automobiles, trailers, boats, or other vehicles are to be stored on the streets or front and side lots unless they are in running condition, properly licensed, and are being regularly used.
8. No structure of a temporary character, ie: trailer, tent, shack, garage, or other outbuilding shall be used on any lot at any time, as a residence either temporarily or permanently.
9. No sign of any kind shall be displayed to the public view on any lot except signs used by the developers to advertise the property for sale, or by builders during the course of the construction and sales period.
10. No home is to be built for the sole purpose of being a rental property.
11. 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. All city laws regarding pets must be adhered to.

12. 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. 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.
13. The Architectural Control Committee is composed of Robert Holmes, 633 West Porter Lane, West Bountiful, Utah, Paul Holmes, 1312 West 1900 South, Woods Cross, Utah, Lynda R. Hobson, 420 North Main, Centerville, Utah, Von R. Hill, 638 West 1950 North, West Bountiful, Utah, and Michael Holmes, 3 West 1500 South, Bountiful, 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.
14. The committee's approval or disapproval as required in covenants shall be in writing. In the event the committee or its designated representative fails to approve or disapprove with 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.
15. These covenants are to run with the land and shall be binding upon 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 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.
16. 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.

17. Invalidation of any one 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.

In WITNESS WHEREOF the said parties to this agreement have hereunto signed their names this 30th day of July, 1992.

H-FOUR ASSOCIATES, A UTAH GENERAL PARTNERSHIP

BY HILLTOWN, A UTAH GENERAL PARTNERSHIP,
GENERAL PARTNER,

BY: *V. R. Hill*
Von R. Hill, General Partner

STATE OF UTAH:
SS:
COUNTY OF DAVIS:

ON THE 24TH DAY OF SEPTEMBER, 1992, THERE PERSONALLY APPEARED BEFORE ME, VON R. HILL, GENERAL PARTNER OF HILLTOWN, A UTAH GENERAL PARTNERSHIP, WHICH IS A GENERAL PARTNER OF H-FOUR ASSOCIATES, A UTAH GENERAL PARTNERSHIP, WHICH VON R. HILL DULY ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME.

NOTARY PUBLIC: *Trudi K. Fenner*

