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RESTRICTIVE COVENANTS  
 OF  
 FERNWOOD HOLLOW NO. 5,  
 Layton City, Davis County, Utah

We, the undersigned, LEWIS A. WESTENSHOW and ROMA C. WESTENSHOW, husband and wife, fee owners of the real property situated in Davis County, State of Utah, known as Fernwood Hollow No. 5 hereby make the following declarations as to limitations, restrictions and uses to which the lots constituting said subdivision may be put, hereby specifying that said declarations shall constitute covenants to run with all of the land, as provided by law, and shall be binding on all parties and all persons claiming under them, and for the benefits of and limitations upon all future owners in said subdivision, this declaration of restrictions being designed for the purpose of keeping said subdivision desirable, uniform and suitable in architectural design and use as herein specified:

Abstracted  
 Indexed  
 Entered  
 Platted  
 On Margin  
 Compared

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 a private garage, or carport for not more than two cars and if horses are kept on the premises, there must be erected a suitable barn or stable.

No building shall be located on any lot except in compliance with the Layton City Building Code requirements applicable.

2. No dwelling shall be erected or placed on any lot having an area of less than 20,000 square feet and a width of less than (100) feet at the front building set back line.

3. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

4. No trailer, basement, tent, shack, garage, barn, move on house, or other out-building erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

5. 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, one sign of not more than five square feet advertising the property for sale or rent, or signs used by the builder to advertise the property during the construction and sales period.

786 6. No lot shall be used or maintained as a dumping ground for rubbish or old auto bodies, 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.

7. No building or structure shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the building or structures have been approved by the committee provided for at Paragraph 11 herein. A one story dwelling shall have not less than 1400 square feet; a split level dwelling shall have not less than 1600 square feet of habitable living space and no floor shall be more than 4 feet below the grade of the outside yard; and a two story dwelling shall have not less than 1000 square feet on the main floor level.

8. No livestock, poultry, or animals, except animals and fowl for family food production, private stables and horses for personal use shall be kept on these properties.

9. These covenants are to run with the land and shall be binding on the present owners and all parties and all persons claiming under them until September 1, 2000, at which time said covenants shall be automatically extended for successive periods of 10 years unless by a vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

10. Easements for installation and maintenance of utilities 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 same.

11. A committee authorized to require and approve the conformity of all construction on said lots in FERNWOOD HOLLOW NO. 5, Layton City, Davis County, Utah, in accordance with these covenants shall consist of LEWIS A. WESTENSKOW, FRANK L. HART, AND JAMES F. HART, who serve for a period of 10 years. The committee shall serve without compensation for their services in determining any question of said conformity. This committee may, in writing, by a vote of a majority of its members designate a representative to act in its place and stead. In the event of death or resignation of any member or members the then record owners of a majority of the lots shall have the power to replace such members.

At the end of each 10 year period the then record owners of a majority of the lots shall elect three persons to serve as such committee.

12. If the parties hereto, or any of them or their heirs 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 situated in said development or subdivision to prosecute any proceedings at law or equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

13. Invalidation of any 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.

14. All pens, corrals, stables and barns shall be kept in reasonably clean condition to avoid breeding of flies, noxious or offensive odors.

IN WITNESS WHEREOF we have executed these presents on this 2nd day of May 1974.

[Signature]  
Lewis A. Westenskow

[Signature]  
Roma C. Westenskow

STATE OF UTAH)  
:SS  
County of Weber)

On this 2nd day of May 1974, personally appeared before me LEWIS A. WESTENSKOW AND ROMA C. WESTENSKOW, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

[Signature]  
NOTARY PUBLIC  
Residing at: Cyden, Utah

My Commission Expires:  
3-5-76