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CAROL BEAN PAGE, DAVIS CNTY RECORDER
1998 NOV 27 12:02 PM FEE 28.00 DEP CDF
REC'D FOR BONNEVILLE TITLE COMPANY, INC

RESTRICTIVE AND PROTECTIVE COVENANTS

SYRACUSE MEADOWS SUBDIVISION PLAT 3

WHEREAS, the undersigned party is the owner of all the lots embraced within the SYRACUSE MEADOWS SUBDIVISION PLAT 3 located in Syracuse City, Davis County, Utah, and

12-103-0045

WHEREAS, it is the desire of said owner thereof to place Restrictive and Protective Covenants upon said lots and each and all of them, for the mutual benefit and protection of the present owner and future owners thereof:

NOW, THEREFORE, for and in consideration of the mutual restrictions and covenants herein, and other good and valuable consideration, the signers, their successors, or assigns, do hereby declare that the restrictions and covenants hereinafter specifically set forth are to run with the land, and they shall be binding on all parties and all persons claiming under them until 30 years from this date, at which time said restrictions and covenants shall be automatically extended for successive periods of 10 years unless by a vote of a majority of the then owners of said lots it is agreed to change said restrictions and covenants in whole or in part. If any party hereto, their heirs or assigns, shall violate any of the restrictions and covenants herein contained to be kept by them it shall be lawful for any other person or persons owning any real property situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate the same, either to enjoin or prohibit any such violation or for damages or other compensation or both for any such violation.

In the event any of the restrictions or covenants herein contained or any part thereof be declared invalid by any Court of competent jurisdiction the remainder thereof shall be in no way affected by such judgment, but shall remain in full force and effect.

(a) All lots in said SYRACUSE MEADOWS PLAT 3 shall be known and described as residential lots. No structures shall be erected, altered, placed, or permitted to remain upon any lot other than one detached single family dwelling: such dwelling not exceeding thirty feet in height, a private garage for not more than three cars - but in no case less than two cars either attached or detached, and other out buildings approved in advance and in writing by the Architectural Control Committee.

(b) No building shall be erected, placed, or altered upon any lot in said subdivision until the building plans and specifications and the plot plan, showing the location of such building upon such lot, shall have been approved, in writing, as to the conformity and harmony of external design with existing structures in the subdivision and as to location of the structure with respect to topography and finished ground elevation. The committee authorized to examine the same shall consist of Gary Thomson, Lewis D. Clark and Jill LaFrance. Said committee may in writing designate, by a majority of its members, a

representative to act in the place and stead of any member of the committee or for the committee itself. The majority of the members of the committee shall have full authority to approve or disapprove any design or location presented to them and to appoint a replacement member to the committee upon the death or resignation of any committee member. In the event any plans, specifications or locations shall not be approved or disapproved in writing with 30 days after the same have been submitted to the committee, or in the event, if no suit to enjoin the erection of any proposed structure or the making of any such alteration has been commenced prior to the completion thereof, the same shall be considered approved and this covenant fully complied with. Neither the members of this 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 to restore any of it's powers and duties. Enforcement may be by the Architectural Control Committee or by any affected property owner or owners.

(c) No dwelling shall be permitted on any lot at a cost of less than \$100,000 net including the lot, based upon the cost levels prevailing on the date these covenants are recorded. It is the intention and purpose of these 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. The main floor area of the dwelling shall be not less than 1400 square feet, exclusive of open porches and garages, nor less than 900 square feet for a dwelling of more than one story. The roof pitch shall not be less than a 6/12 pitch. Basements are prohibited unless given special approval by the Architectural Control Committee and the City Engineer that access to the sewer is possible and any ground water problems can be mitigated in a satisfactory manner. All structures constructed on the property shall be of new materials, except pre-approved used brick, and shall be of good quality workmanship and materials. Log homes, log cabins or other log structures are not permitted. The construction time for the exterior portion of any structure shall not exceed 18 months from start to finish, including landscaping. All building debris, excavation, dirt, etc. associated with the building process shall be removed within the 18 month period.

(d) No dwelling shall be located on any lot nearer than 30 feet to the front lot line, nearer than 20 feet to any side street line, or nearer than 10 feet to any interior lot line. All pens, barns, coops, stables and other similar enclosing structures to keep animals or fowl shall be located not less than 50 feet from dwellings on adjacent lots, nearer than 150 feet to a public street, nearer than 50 feet to any side street line on a corner lot, or nearer than 1 foot to any interior lot line, rear lot line or Bridle Path easement line.

(e) No dwelling shall be erected or placed on any lot having a width of less than 100 feet at the minimum building setback line or an area of less than 21,780 square feet (one half acre).

(f) Easements for installation and maintenance of utilities are reserved over the front 7 feet of each lot, where any lots have frontage on a roadway and the 7 feet at the rear of each lot which is also occupied by the bridle path easement. 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. The easement area

of each lot and all improvements in it shall be maintained continuously by the owners of the lot, except for those improvements for which a public authority or utility company is responsible.

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(g) Pets, livestock (particularly horses) and fowl which are generally associated with estate type living and which are kept only for family use, enjoyment and /or food production and not for any commercial purpose are permitted on all lots. All permitted animals and fowl are to be adequately maintained in a sanitary and healthful manner so as not to be a nuisance or hazard to other property owners.

(h) Easements for drainage and a Bridle Path are reserved over the rear ten feet of all lots in the subdivision. These easements are for the exclusive use and enjoyment of the owners of lots in the subdivision and their guests and the owners of lots and their guests in subsequent Syracuse Meadows Subdivision Plats having Bridle path easements, or others, by action of the Bridle Path committee wherein reciprocity of use is granted. Each lot owner is required to construct and maintain a white three rail vinyl fence along the easement line as it crosses his lot. One gate similar in composition to the fence and no greater in width than twelve feet will provide access to each lot. The Architectural Committee will review the fence and gate for approval. No buildings or structures or devices, except other fences, are to be permitted within five feet of or adjacent to the bridle path that will restrict, constrain or endanger the safe use and enjoyment of the bridle path. One representative from each lot of the first three lots purchased will be a member of a Bridle Path committee and this committee will have management jurisdiction over the use and maintenance of the path with the power of assessing lot owners for the maintenance of the path. The committee will serve at the pleasure of the majority vote of the lot owners, said vote to be held annually following the date the committee is first created. Should a committee member decline to serve, for whatever reason, the remaining members shall select a replacement to serve until the next annual election. Full membership opportunity on the committee is to be extended to lot owners of any subsequent Syracuse Meadows Subdivision Plats having a Bridle Path.

(i) No noxious, hazardous 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.

(j) 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. No old or second hand structures shall be on any of the lots. The intention is that all dwellings and other buildings to be erected on the lots shall be new construction of good quality, workmanship and materials.

(k) No improvement upon any property shall be permitted to fall into disrepair and each such improvement shall at all times be kept in good condition and repair and adequately painted or otherwise finished by the owner thereof.

(l) 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 the developer or a builder to advertise the property during the sales and construction period.

(m) No clothes drying or storage of any article is permitted unless in an enclosed area designated for such purposes.

E 1289810 B 2068 P 1151

(n) No vehicle repairs are permitted on any lot except for usual light maintenance repairs.

(o) No vehicle, trailer, boat, camper or other recreational equipment is permitted to be stored, except in the rear yard area of each lot, unless fully operational and owned by the lot owner.

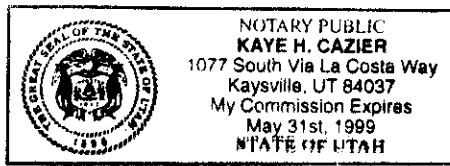
(p) No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers.

(q) 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.

Equivest Development Company, L.C. Gary Thomson, Managing Member
Equivest Development Company, L.C. by Gary Thomson, managing Member

STATE OF UTAH)
 : ss
COUNTY OF DAVIS)

On the 25th day of November, 1996, personally appeared before me GARY THOMSON who being by me duly sworn, did say, each for himself, that he, the said GARY THOMSON is the Managing Member of EQUIVEST DEVELOPMENT COMPANY, L.C. and that the within and foregoing instrument was signed in behalf of said Limited Liability Company by authority of the Articles of said Limited Liability Company and said GARY THOMSON duly acknowledged to me that said Limited Liability Company executed the same.



Kaye H Caizer

Notary Public