

PROTECTIVE COVENANTS
BONITA VERDA SUBDIVISION, PLAT "C"
DAVIS COUNTY, UTAH
ENTRY NO. 341467
RECORDED JUNE 16, 1970
BOOK 435 PAGE 584

WHEREAS, Linda Loma Development Corporation, is the owner and possessor of the following described property situated in Davis County, Utah,

All of BONITA VERDA SUBDIVISION, PLAT "C", a subdivision of part of the Northeast Quarter of Section 7, Township 2 North, Range 1 East, Salt Lake Meridian, in the City of Centerville, according to the official plat thereof.

And it is our desire and intent to place certain restrictions on the lots included within said subdivision, to insure a uniform development therein, and to enhance the future value thereof.

NOW, THEREFORE, we do hereby state and declare that all of said lots in said subdivision shall be henceforth conveyed subject to the following:

1. USE OF LAND: All lots in the tract shall be known and described as residential lots and no structure shall be erected, altered, placed or permitted to remain on any residential building lot other than a detached single family dwelling not to exceed two stories in height and a private garage or carport for not more than three cars.
2. ARCHITECTURAL CONTROL: No building shall be erected, altered or placed on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to the quality of workmanship and materials, harmony of external design with existing homes 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 set back line unless similarly approved. Approval shall be as in No. 4.
3. ARCHITECTURAL CONTROL COMMITTEE. The Architectural Control Committee is composed of Hal N. Harrison, Marion S. Harrison, both of Bountiful, Utah and Whitey Wilder. 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 recorded 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.
4. ARCHITECTURAL CONTROL 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 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.

5. **DWELLING SIZE AND QUALITY:** The ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than 1050 square feet. The main structure and any accessory buildings shall be of a quality of workmanship and materials substantially the same as the surrounding homes in this subdivision.
6. **BUILDING LOCATION:** The majority of all dwellings shall be set back 30 feet from the front lot line to the front of the house, except that, at the discretion of the Architectural Control Committee, the set back may occasionally be reduced to 25 feet to break the monotony of evenly alined houses. No building shall be located nearer than 20 feet to any side street line, nor nearer than 6 feet to any side lot line and the total width of the two side yards shall not be less than 25 feet, except that homes located on corner lots shall be required to have a rear yard of not less than 20 feet. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of the building, provided however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. A detached garage or other permitted accessory building located 40 feet or more from the set back line, may be located and shall have minimum side yard of not less than 1 foot.
7. **MINIMUM LOT SIZE:** No building shall be erected or placed on any lot having a width of less than 70 feet at the minimum building set back line, nor shall any dwelling be erected or placed on any lot having an area of less than 7000 square feet.
8. **NUISANCES:** No trade or activity which may be offensive shall be carried upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
9. **TEMPORARY STRUCTURES:** 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.
10. **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 purpose.
11. **EASEMENTS:** Easements for the installation and maintainance of utilities and drainage facilities are reserved as shown on the the recorded plat and over the rear five feet of each lot. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may change the direction of flow of water through drainage channels in the easements, or which may obstruct or retard the flow of water through drainage

channels in the easements. The area of the easements on 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.

12. SIGNS: No sign of any kind shall be display 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 a builder to advertise the property during the construction and sales period.

13. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be not 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.

14. FENCES, HEDGES, ETC., No fence, wall, hedge or other object of similar design may be constructed on any lot near the street line than the front house line, nor shall any fence, wall, hedge or other object of similar design be constructed on any lot to a height greater than 6 feet.

15. SIGHT DISTANCE AT INTERSECTIONS: No fence, wall, hedge or shrub planting which obstruct sight lines at elevations between 2 and 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 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street lines extended. The same sightline limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

16. 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.

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 40 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 changing said covenants in whole or in part.

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain him or them from so doing, or to recover damages thereof.

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

IN WITNESS WHEREOF, the owners has caused its corporate name and seal to be hereunto affixed by its duly authorized officers this 16th day of June, A.D. 1970.

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