

1729
RETURNED

MAR 13 1995

E 1169255 B 1855 P 212
CAROL DEAN PAGE, DAVIS CNTY RECORDER
1995 MAR 13 10:35 AM FEE 17.00 DEP JS
REC'D FOR WEST POINT CITY

Bennett Estates
Lots 1 to 5 incl
14-190 +

PROTECTIVE COVENANTS
for
BENNETT ESTATES SUBDIVISION

The following restrictive or protective covenants are placed upon all lots of Bennett Estates Subdivision, located at 1300 N. 4500 W., West Point, Davis County, Utah, for the mutual benefit and protection of the present and future owners thereof.

1. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and plot plans have been submitted to and approved in writing by the subdivider, as to the 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.

2. All lots in said subdivision shall be known as residential lots. No structure shall be erected, altered, or be permitted to remain on any residential 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 three (3) cars. Tool and storage sheds, horse barns and recreational vehicle pads shall be permitted only after written approval as a special condition.

3. Structures shall not be erected, placed or altered on a lot unless it conforms and is in harmony with the external design of existing structures in the subdivision.

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

5. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected in subdivision 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.

6. Pets, livestock and fowl which are generally associated with estate type living and which are permissible by county ordinances and which are kept only for family use and or food production and not for any commercial purposes are permitted on all lots except that peacocks, mink and swine are not permitted either temporarily or permanently. All permitted animals and fowl are to be adequately maintained in a sanitary and healthful manner.

These covenants are to run with the land and shall be binding

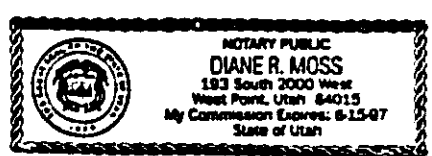
—RECORDER'S MEMO—
LEGIBILITY OF TYPING OR PRINTING
UNSATISFACTORY IN THE DOCUMENT
WHEN RECEIVED

on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (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 part.

If any parties hereto, or their successors 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 in equity against the person or persons violating or attempting to violate any such covenant and either prevent him or them from so doing to recover damages or other dues for such violation.

DATED this 31st day of October, 1994.

Allen Bennett
Jesse A Bennett



STATE OF UTAH
SS
COUNTY OF DAVIS

On the 31st day of Oct, 1994, personally appeared before me Allen J. & Jesse A. Bennett, subdivider and representative of Bennett Estates Subdivision, being duly sworn by me, did say that said instrument was signed freely and voluntarily for the purposes herein mentioned and acknowledged to me that he executed the same.

My Commission Expires:
Diane R. Moss
Notary Public:
Residing at:

-RECORDER'S MEMO-
LEGIBILITY OF TYPING OR PRINTING
UNSATISFACTORY IN THE DOCUMENT
WHEN RECEIVED