

RESTRICTION AGREEMENT
SECTION 20, 4 NORTH, 1 WEST
DAVIS COUNTY, UTAH
DATED: FEB. 19, 1969
BOOK: 413 PAGE: 78
INSTRUMENT NO.: 330647
RECORDED: APRIL 28, 1969

RESTRICTION AGREEMENT

We, the undersigned, HOWARD POULSEN CONTRUSTION COMPANY and HOWARD POULSEN, President of said construction company, of Clearfield, Utah, and ANDREW B. COOK COMPANY, a company incorporated under the laws of the State of Utah, and VIRD COOK, Secretary-Treasurer of said Company, of Layton, Utah, owners of the real property hereinafter described do hereby certify and declare that the following restrictive covenants are hereby imposed upon all lots embraced within the property described as follows:

Beginning at a point 5.25 chains North and 4.25 chains East from the southwest corner of the Southeast Quarter of Section 20, Township 4 North, Range 1 West, Salt Lake Meridian; running thence East 15.91 chains, thence North 8 Chains, thence South 49°41' East 169.9 feet, thence North 326.1 feet, thence West 17.872 chains, thence South 11 chains to the point of beginning; less a railway right of way; containing 17.30 Acres.

Also, beginning at a point 2280.6 feet west of the Southeast corner of Section 20, Township 4 North, Range 1 West, Salt Lake Meridian; running thence North 330 feet, thence East 66 feet, thence South 330 feet, thence West 66 feet to the point of beginning; containig 0.50 Acres. Containing in all 17.80 Acres.

The covenants hereinafter specifically set forth are to run with the land and shall be binding on all parties and on all persons claiming under them until 40 years from date, at which time said covenants shall be automtically extended for successive periods of ten years unless by a vote of a majority of the then owners of said lots it is agreed to change said covenants in whole or in part.

If any party hereto, their heirs or assigns shall violate or attempt to violate any of the covenants herein contained and 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 covenants herein contained or any part thereof be declared invalid by any court of competant jurisdiction, the remainder thereof shall in no ways be affected by such judgement,

but shall remain in full force and effect.

1. All lots in said tract 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 to exceed two stories in height, a private garage or carport for no more than three cars, and other buildings approved in advance in writing by the committee hereinafter established.
2. 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 the conformity and harmony of external design with existion structures in the subdivision and as to location of the structure with respect to topagraphy and finished ground elevation. The committee authorised to examine the same shall consist of VIRD COOK of Layton, Davis County, Utah, HOWARD POULSEN of Clearfield, Davis County, Utah, and LAURENCE C. JONES of Clearfield, Davis County, Utah. Said committee may, in designate by a majority of its members, a representative to act in the place and stead of said committee. In the event of the death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove any design or location presented to them or to designate a representative to act for them in their stead. In the event any plans, specifications or locations shall not be approved or disapproved within thirty days after the same have been submitted for approval, or, in any 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 rendered 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 to it any of its powers or duties.
3. Building Location. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than twentyfive feet to the front lot line, or rearer than eight feet to and interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located thirtyeight feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 20 feet to the rear lot line. For the purposes 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 any other lot.

4. No residential structure shall be erected or placed on any building lot which has an area of less than 8,000 square feet or a width of less than 70 feet at the front building setback line with no exceptions.
5. 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 clothes drying or storage or any articles which are unsightly in the opinion of the Committee will be permitted in carports, unless in enclosed areas built and designed for such purpose. No automobiles, trailers, boats or other vehicles are to be stored on streets or front and side lots unless they are in running condition, properly licensed and are being regularly used.
6. No trailer, basement, tent, shack, garage, barn or other out-building erected in the subdivision shall at any time be used as a residence, either temporarily or permanently, nor shall any structure of a temporary character be used as a residence, nor shall any structure be placed upon any lot in said subdivision except by constructing the same on the site of said lot.
7. No dwelling shall be erected upon any lot in said subdivision with a main ground floor area of less than 800 square feet, exclusive of open porches, garages and carports.
8. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear and/or side five feet of each lot. 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 is responsible.
9. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless prior approval of the architectural control committee is obtained in writing. No fence, wall, hedge or shrub planting which obstructs 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 15 feet from the intersection of the street property lines extended. The same sight-line 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.

10. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$13,500.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of this covenant 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 at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story porches, garages and carports, shall be not less than 800 square feet, whether one or two story.
11. SIGNS. No sign of and kind shall be displayed to the public view on any lot except on professional sign on not more than one square foot, one sign on 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.
12. 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 bearing for oil or natural gas shall be erected, maintained or permitted upon any lot.
13. 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 and are restricted to the owner's premises or on leash under handler's control.
14. Garbage and Refure Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and 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. Each lot and its abutting street are to be kept free of trash, weeds and other objects are to be stored on any lot in view of the general public.
15. Landscaping. Trees, lawns, shrubs or other plantings provided by the developer shall be properly nurtured and maintained or replaced at the property owner's expense upon request of the architectural Control Committee.
