

DECLARATION OF RESTRICTIVE COVENANTS

Dated Jan. 9, 1979, Recorded Jan. 11, 1979. Entry No. 520014, Book/Page: 748/523

Brown's Park Development inc, A Utah Corporation owns and has possession of the following described real property situated in Bountiful, Davis County, Utah to wit:

Lots 1 through 61 of Brown's Park-Part 111 a subdivision of a portion of the Northwest 1/4 of Section 32, Township 2 North, Range 1 East, Salt Lake Base and meridian, situated in Bountiful City, Davis County, Utah.

The following Restrictive Covenants are hereby created and impressed upon all of said lots in said subdivision for the purpose of enhancing and maintaining the value thereof, and to provide a uniform and desirable development of said property.

The following Restrictive Covenants shall run with the land and shall be binding upon all parties and persons claiming an interest in any lot or lots forming a part of the subject real property for a period of twenty years from and after the date this Declaration of Restrictive Covenants is recorded.

1. LAND USE. All lots shall be used solely for residential purposes. No permanent building shall be erected, placed upon or permitted to remain on any lot other than Churches or one single family dwelling with an attached or unattached private garage, accomodating at least two automobiles. In the event the prior approval of the Architectural Control Committee is obtained, a carport in addition to or instead of a garage may be permitted.

2. CONSTRUCTION STANDARDS AND SIZE. All residential dwellings shall be of good quality and workmanship and materials. No used buildings of any kind shall be placed upon and lot. All construction shall be completed within a period of not more than one year from the date of commencement of construction. ONE STORY DWELLINGS: Main floor area exclusive of porches and garages shall not be less than 1250 square feet. SPLIT LEVEL DWELLINGS: The living floor areas of split-level dwellings shall not be less than 1300 square feet, exclusive of porches and garages. ONE AND ONE HALF AND TWO STORY DWELLINGS: The main and upper floor area of all one and one-half story and two story dwellings shall be not less than 900 square feet on the main floor and not less than 1600 square feet on both floors, exclusive of porches and garages.

3. FENCES. No fences shall be constructed in the front yard of any lot as the front yard is defined in the zoning ordinances of Bountiful, Utah, except hedges or other continuous growth of shrubs or trees. Unless the prior approval of the Architectural Control Committee is obtained, the fences permitted in side yard and rear yards shall be constructed only where specifically permitted by the Architectural Control Committee and by the zoning ordinance of Bountiful, Utah.

4. HOUSEHOLD PETS. No animals or fowls shall be kept, housed or permitted to be kept or housed on any lot except household pets customarily permitted in the house and not kept or used for breeding purposes. Household pets permitted do not include any inherently or potential dangerous animals, birds, or reptiles.

5. RECREATIONAL CHATTELS. Campers, trailers, boats, snowmobiles and other recreational chattles may be parked and stored or housed only in rear yards, side yards and in that portion of front yards directly in front of side yards and extending not more than five feet in front of the nearest part of the dwelling, garage or carport. The definitions of said yards, rear yards and front yards set forth in the zoning ordinances of Bountiful, Utah shall apply to those terms as used in these covenants.

6. ARCHITECTURAL CONTROL COMMITTEE. An Architectural Control Committee is hereby established to consist of the President, Vice-President and Secretary of Brown's Park Development, Inc., a Utah Corporation, or of owners of lots within the subject real property, not to exceed three in number, who may be appointed by the officers of Brown's

Park Development Inc. Said officers of Brown's Park Development, Inc., or any owners of lots appointed by them to serve on the Architectural Control Committee, shall serve for a period of two years from the date these Restrictive Covenants are recorded and until their successors have duly been elected. Two years after the date of recording of these Restrictive Covenants, the right to elect and remove members of the Architectural Control Committee shall pass to the persons then owning lots in the subject real property. In voting for members of the Architectural Control Committee, owners of lots shall have one vote per lot owned per committee member to be elected. A majority of the Architectural Control Committee, the remaining two members shall have full authority to designate a successor or alternate committee member. All persons serving on the Architectural Control Committee shall serve without compensation for services performed.

7. POWERS AND DUTIES OF ARCHITECTURAL CONTROL COMMITTEE.

No residential dwelling shall be erected placed or altered on any lot until the building plans, specifications and plot plan showing the location for the proposed building have been approved in writing by the Architectural Control Committee. The Architectural Control Committee shall be guided by the building codes and zoning ordinances of Bountiful, Utah in making a determination as to whether to approve a set of plans, specifications and plot plan or in requiring any changes to be made thereto, and shall in addition, give consideration to the conformity and harmony of the external design of the proposed location of the building with respect to topography and finished ground elevations. The committee shall have full authority to approve or disapprove designs, building materials and locations. Plans, specifications and plot plans shall be submitted to the Architectural Control Committee in duplicate. One approved set shall be returned to the lot owner with the approval of the Committee or Committee's designated representative endorsed thereon in writing. In the event the Committee or its designated representative shall fail to approve or disapprove or to require changes to be made in the proposed construction, design, or location within two weeks after the plans, specifications and plot plan have been submitted, the Architectural Control Committee shall be deemed to have approved the building plans, specifications and plot plan as submitted.

8. PROHIBITION OF NUISANCES AND OFFENSIVE TRADES AND ACTIVITIES. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which constitutes an annoyance or nuisance to the neighborhood, or which may be or become an annoyance or nuisance to the neighborhood, including but not limited to activities which create annoying amounts of noise, dust night-time artificial lights or traffic.

9. LOT APPEARANCE SANITATION. All lots shall be kept free of rubbish, accumulation of trash, and accumulations of weeds or debris. Upon failure or neglect of any owner to remove such materials from his property within ten days of receipt by such lot owner of a notice to remove or abate such condition sent to such lot owner by the Architectural Control Committee or by any owner of a lot within the property, the Architectural Control Committee, or the owner of any other lot may remove or abate the condition. In such event, the owner of the lot violating this requirement shall be required to pay the reasonable expense of such removal or abatement, and such expense shall be and constitute a mechanics lien upon the lot in favor of the Architectural Control Committee or the owner of any other lot in the subdivision who shall have removed or abated the condition and shall be enforceable in the manner and under the terms and conditions provided by the laws of the State of Utah respecting mechanics liens.

10. AMENDMENT. These Restrictive Covenants may be amended, altered or removed by appropriate action in writing undertaken by the owners of seventy-five (75%) percent of the lots covered by these Restrictive Covenants. In acting upon any proposal to amend, alter, or remove these Restrictive Covenants, the owners of lots shall be entitled to one vote for each lot owned.

11. ENFORCEMENT RIGHT. Except as otherwise specifically provided above, enforcement of the provisions of these Restrictive Covenants shall be by legal proceedings taken against any person or persons violating or attempting to violate any covenant herein contained, either to restrain violation or to recover damages. And, in the event such action is successful for the party bringing such action shall be entitled to recover the cost and expenses of bringing such action, including reasonable attorneys fees.

12. SAVINGS PROVISION. Any invalidation of any one or more of these Restrictive Covenants by a judgement of a Court of competent jurisdiction shall in no wise affect any of the other provisions of these Covenants, all of which shall remain in full force and effects.

13. MAINTENANCE OF BERM. The owners of Lots 1,2 and 31 through 41 must maintain a permanent water collection berm along the west property line of said lots and the owner of Lot 35 must maintain the same permanent water collection berm along the North property line of Lot 35. Said berm shall not be removed, filled in or altered without the prior written consent of Bountiful City. The owners of said lots shall be responsible to prevent obstructions from interrupting the flow of water into or along the ditch formed by said berm as the same traverses their respective lots.

14. REPAIR OF OFFSITE IMPROVEMENTS MUTUALLY ENFORCEABLE LEIN RIGHT. Each of the above described lots in the subject subdivision is hereby impressed with a lien enforceable by any or all of the owners of other lots within the subject subdivision for the purpose of securing payment of the costs and expenses which may be incurred in repairing offsite improvements directly in front of such lot of lots and extending to the center line of the street or radial point on a circle. The lien thus impressed shall be specifically enforceable in the event any lot owner shall fail to effect repairs to broken or damaged offsite improvement fronting his lot within fifteen days after the occurrence of said damage or breakage from any cause. Nothing herein shall be construed to relieve Bountiful City from its responsibility to maintain offsite improvements. It is the intent of this paragraph to require lot owners to effect repairs from damage or breakage directly whether or not lot owners can or do recover the costs thereof from any persons negligently damaging the same who may be legally responsible. In the event a lot owner fails to effect necessary repairs within fifteen days, the same can be effected by any other lot owners or by Brown's Park Development, Inc. or by Bountiful City in which event the person effecting the repairs shall have the right to file a lien against the lots in front of which repairs are effected within 90 days after effecting the repairs and to bring legal action against the lot owner to foreclose the lien hereby impressed upon the affected lots. Foreclosure of the lien shall be pursuant to the statutory procedure in Utah governing the foreclosure of mechanics liens and each affected lot owner shall be responsible for all costs of enforcement, including reasonable attorney's fees.

In Witness Whereof, Brown's Park Development, Inc., a Utah Corporation and the owner of the above described property has executed this Declaration of Restrictive Covenants this 9th day of January 1979.

On the 9th day of January, 1979 personally appeared before me Lawrence S. McMullin and Kyle McMullin who being by me duly sworn did say, each for himself, that he, the said Lawrence S. McMullin is the President, and he, the said Kyle McMullin is the Secretary of Brown's Park Development, Inc. and that the within and foregoing instrument was signed on behalf of said corporation by authority of a resolution of its board of directors, and each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

William Karl Hutchinson/Notary Public residing at
Kaysville, Utah