

12-197-0051 thru 80

E 1155445 B 1827 P 342
CAROL DEAN PAGE, DAVIS CNTY RECORDER
1994 DEC 2 3:55 PM FEE 44.00 DEP DJW
REC'D FOR BONNEVILLE TITLE COMPANY, INC

DECLARATION OF PROTECTIVE COVENANTS,
AGREEMENTS, RESTRICTIONS, AND CONDITIONS
AFFECTING KATIE'S PLACE NO. 3.

PART A. PREAMBLE

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned, being the owners of the following described real property located in the city of Clearfield, Davis County, State of Utah, to-wit:

Lots 51-80 inclusive, Katie's Place No. 3; according to the plat thereof, as recorded in the office of the County Recorder of said County, do hereby establish the nature of the use and enjoyment of all lots in said subdivision and do declare that all conveyances of said lots shall be made subject to the following conditions, restrictions and stipulations.

PART B. RESIDENTIAL AREA COVENANTS

1. Land use and Building Type. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than the one detached single-family dwelling not to exceed two stories in height and a minimum of a two-car garage. All homes are required to have a minimum of 25% brick, rock or stucco on the front of the homes. All construction is to be of new materials except that used brick may be used with prior written consent and approval of the Architectural Control Committee.

2. Building size. No building shall be permitted on any lot with a ground floor area on the main structure, exclusive of open porches and garages, of less than 1000 square feet for a rambler and 1100 square feet for a ranch style home. Multi-level plans must have at least 1000 square feet finished exclusive of the basement area. The level behind the garage on a multi-level is considered to be basement area in regard to the 1000 square feet of finished space. Two story homes must have a minimum of 750 square feet on the main floor and at least 1400 square feet of finished space exclusive of the basement.

3. Architectural Control. No dwelling shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure has been approved by the Architectural Control Committee as to the quality of the workmanship and materials, harmony of external design with existing structures, and as to the location with respect to topography and finish grade elevation.

4. Building location. In Katie's Place No.3 the front set backs are staggered between 25 and 30 feet. Check plat or with the city to determine the required set back, but in no way shall a building be permitted or located on any lot nearer than 25 to the

front lot line, nor nearer than 20 feet to any side street line. Dwellings shall have no less than 7 feet on a side with not less than 14 feet total on two sides. No dwelling shall be located nearer than 25 feet to the rear lot line on any interior lot. Detached garages or other permitted accessory building shall be located seven feet or more from the rear lot line and shall not encroach on any easements on the lot. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as part of the building, provided however that this shall not be construed to permit any portion of any building on a lot to encroach upon another lot.

5. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear of each lot. Within these easements, no structure, plantings or other materials 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 water through 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.

6. Nuisances. 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 to the neighborhood. No storage of any articles which are unsightly in the opinion of the Architectural Control Committee will be permitted unless in enclosed areas designed for such purpose. No automobiles, trailers, boats or other vehicles are to be stored on the streets unless they are in running condition, properly licensed, and are being regularly used, and must be moved every 48 hours.

7. Fences. No fence, wall or other object of similar design may be constructed on any lot nearer than the required set back of each lot, or nearer than twenty feet to any side street line, nor shall any fence, wall or other object of similar design be constructed on any lot to a height greater than 6 feet.

PART C. ARCHITECTURAL CONTROL COMMITTEE.

1. Membership. 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 of the committee shall have the full authority to select 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 all of its powers and duties. The Architectural

Control Committee is composed of Duncan E. Barlow and Haven J. BARLOW. E 1155445 B 1827 P 544

2. Procedure. The committees 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 related covenants shall be deemed to have been fully complied with. A copy of the plans signed by both parties will be held by the committee and one copy will be held by the builder on the site at all times.

PART D. GENERAL PROVISIONS.

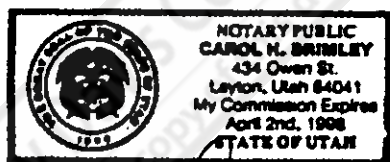
1. Terms. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 20 years from the date these covenants are recorded, after which time, said covenants shall be automatically extended for a successive period of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

2. Enforcement. Enforcement shall be by proceedings of law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

3. Severability. Invalidation of any one or these covenants by judgement or court order or city ordinances shall in no way affect any of the other provisions which shall remain in full force and effect.

4. Amendment. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them unless an instrument signed by seventy-five percent of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

This declaration is made this day of Aug, 1994



By *Duncan E. Barlow*
Duncan E. Barlow

*Notary Carol H. Brimley
Expires 4/2/98*