

36  
2/4

DECLARATION OF PROTECTIVE COVENANTS, AGREEMENTS, RESTRICTIONS,  
AND CONDITIONS AFFECTING ELLISON FARM SUBDIVISION PHASE 4

E 1166487 B 1849 P 989  
CAROL DEAN PAGE, DAVIS CNTY RECORDER  
1995 FEB 22 11:36 AM FEE 36.00 DEP REC  
REC'D FOR BONNEVILLE TITLE COMPANY, INC

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 Fruit Heights, Davis County, State of Utah, to-wit:

Lots 59 to 80 inclusive, Ellison Farm Subdivision Phase 4 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

11-329-0059 thru  
0080

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 at minimum a two-car enclosed garage. All construction is to be of new materials. Exterior veneer may be all brick or brick-stucco, natural stone or stucco or a combination of any of these three. Used brick may be used with prior written approval of the Architectural Control Committee. Roofing materials shall be cedar shake, Bartile or Architectural Design shingle.
2. 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 have 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.
3. Building Size. No building shall be permitted on any lot with the ground floor area of the main structure, exclusive of open porches and garages, of less than 1850 square feet for one story dwellings ramblers, and not less than 1300 square feet ground floor area with a total of not less than 2400 square feet for a two story dwelling. Multi-level plans must have at least 2400 square feet finished exclusive of the basement area and not less than 1300 square feet ground floor area.

4. Building Location.

A. No building shall be located on any lot nearer than thirty feet to the front lot line, or nearer than twenty feet to any side street line.

B. No dwelling shall be located nearer than ten feet to any interior lot line, except that a one-foot minimum side yard shall be permitted for a garage or other permitted accessory building located forty-five feet or more from the front building setback line. No dwelling shall be located on any interior lot nearer than thirty feet to the rear lot line. Detached garages or other permitted accessory building may be located seven feet or more from the rear lot line, so long as such buildings do not encroach upon any easements.

C. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided however, that this shall not be construed to permit any portion of any building to encroach upon another lot.

5. Easement. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 7 or 10 feet ( as applicable ) of each lot. Within these easements, no structures, 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 obstruct or retard the flow of water through the drainage channels in the easements. The easement area of each lot and all 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 clothes drying or 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 purposes. No automobiles, trailer, boats or other vehicles are to be stored on streets of front and side lots unless they are in running condition, properly licensed, and are being regularly used. Automobiles 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 thirty feet to the front lot line, 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 height greater than 6 feet. All fences in the Ellison Farm Subdivision Phase 4 will be approved by the Architectural Control Committee to insure the harmony of the subdivision and compliance with city ordinances.

8. Other. All roof mounted heating and cooling equipment to be set back to the back side of the roof out of view from the street. All TV antennas are to be placed in the attic out of view. Satellite dishes, etc. to be hidden from view from the street. No hedge or shrub planting which obstructs sight lines at elevations between 2 and 7 feet above roadways, shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and line connecting them at points 20 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. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

#### PART C. ARCHITECTURAL CONTROL COMMITTEE

1. Membership. 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.

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 of the site at all times.

PART D. GENERAL PROVISIONS

1. Term. 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 of 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.

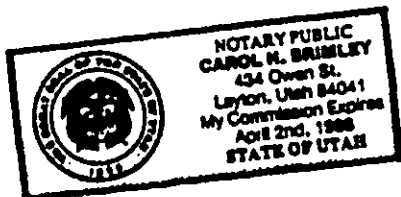
THIS DECLARATION is make this

27th. day of Oct. 1994

By:

*Duncan E. Barlow*

Duncan E. Barlow  
Vice President  
Barlow Corporation



*Notary - Carol N. Brimley  
Utah - Davis County -  
ex 4/2/98*