

1 thru 3 Allee's Acres
08-200 - 0001 thru 0003

The Protective Covenants of ALLEE'S ACRES, dated June 14, 1996, executed by Leland G. STENQUIST and ALLYSON J. STENQUIST, husband and wife, Plat of which recorded April 22, 1996, as Entry No. 1242711, in Book 1992, Page 1353 of Official Records, are as follows:

1. No lot shall be used except for residential and light agricultural purposes in accordance with Kaysville City zoning ordinances. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height, and must have a private garage for at least two (2) cars. Open carports not permitted. Out buildings, barns and detached additional garages may be allowed with architectural committee approval.

2. No building shall be erected, placed or altered on any lot until the construction plans and specifications and plans showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures and as to locations with respect to topography and finish grade elevation and to meet Kaysville City Requirements. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved.

The Architectural Control Committee is composed of Leland Stenquist, and Allyson Stenquist. 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 shall have full authority to designate 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.

3. No dwelling shall be permitted on any lot at a cost of less than \$80,000.00, based upon the cost levels prevailing on the date of these covenants, it being the intention and purpose of the 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 open porches and garages, shall be not less than 1,500 square feet for a one story or one and one-half story dwelling, and not less than 2,200 square feet (main and second floor area) for a full two-story building. Main floor exterior wall surface must be constructed

with not less than 25% rock or brick (4" thick) masonry veneer unless otherwise agreed by the committee in writing. All homes to be new construction with no existing homes to be moved in. All homes to be completed within one year after beginning construction.

E 1256131 B 2013 P 315

4. No building shall be located on any lot nearer than 40 feet to the front lot line, or nearer than 20 feet to any side street line. No building shall be located nearer than 8 feet to any interior lot line. The minimum distance from the main building to the rear lot line shall be 20 feet. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of building, provided, however, that this shall not be construed to permit any portion of building on a lot to encroach upon another lot. A detached garage or other permitted accessory building may be located next to a side lot line in accordance with the Kaysville City Zoning Ordinance.

5. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat, 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. 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. If needed a gate must be used to cross the 20 foot rear easement. The gate must be approved by the Architectural Control Committee.

6. No lot shall be resubdivided into, nor shall any dwelling be erected or placed on any lot having a width of less than 100 feet at the minimum building setback line or an area of less than 40,000 square feet.

7. These covenants apply only to lots 1, 2, and 3; of Allee's Acres.

8. 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 including allowing dogs to run at large or create a disturbance by barking or otherwise.

9. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently.

10. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot and one sign of not more than five square feet advertising the property during the construction and sales period.

11. No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

12. Animals may be kept in accordance with Kaysville City zoning ordinances.

13. The following restrictive covenants and deed restrictions shall be applied to lot #1. - No discharge of dredged or fill material into or excavation of the identified wetlands shall be allowed, including the construction of buildings or other structures, minor grading and placement of topsoil; - Any additional planting in the wetlands shall be limited to beneficial native vegetation, including grasses, shrubs and trees which are adapted to a wetlands environment.

14. These covenants are to run with the land and shall be binding on all persons and parties claiming under them.

15. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damage.

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

17. The parking area between the sidewalk and curb shall not be filled in with cement, gravel, hardtop, or other similar materials and must be planted with grass, trees, shrubs, lawn cover or other growing plant life.

18. There will be no storage or permanent parking of campers, boats, snowmobiles, motorcycles or any other recreational vehicles in the area between the front street and the setback line of the dwelling the same is true on corner lots with the area between the street and the side setback line of the house. No automobiles, trailers, or other vehicles are to be stored on the streets, or front, side or back of the lots unless they are in running condition, properly licensed, and are being regularly used.

19. No structure of a temporary or permanent character relating to electronic or radio equipment other than any normal radio or television antenna shall be allowed on any property and large towers or radio or television antennas such as used by ham radio operators are prohibited unless approved in advance

by the architectural committee.

E 1256131 B 2013 P 317

20. No lot shall be used for or maintained as a dumping ground for rubbish, trash, vegetation clippings or other waste. Any containers or equipment commonly used for storage and disposal of such refuse shall be kept in a clean and sanitary condition. Each lot and its abutting street shall be kept free of trash, weeds, and refuse by the property owner at the owners expense. If in the opinion of the Architectural Control Committee, the property owner is maintaining, or otherwise allowing the property to become unsightly, or is maintaining objects of trash and rubbish or other materials which in the opinion of the Architectural Control Committee are degrading the value of the surrounding property, then such materials shall be removed by the owner of the property in violation and kept out of the view of the general public.

21. Audio and visual, without the written approval of the Committee, no audio or visual equipment, such as T.V., radio, or communication antennas, will be permitted to be on any structure if they are in public view. No satellite receiving dish will be allowed on any front or side yard. Any and all such equipment will only be permitted in backyard areas.

22. All properties and structures will be well maintained.

23. Any and all legal fees or other costs required in enforcing these covenants shall be paid for by the lot owner involved in bringing the construction and maintenance into compliance.

BOUNDARY DESCRIPTION

BEGINNING ON THE WEST LINE OF A STREET AT A POINT SOUTH 89° 27'07" WEST 1439.53 FEET ALONG THE SECTION LINE AND NORTH 977.43 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 10, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE MERIDIAN, AND RUNNING THENCE SOUTH 83° 57'30" WEST 947.10 FEET; THENCE NORTH 80° 30' EAST 217.14 FEET; TO THE WEST LINE OF A STREET; THENCE SOUTH 30° 58'10" EAST 184.55 FEET ALONG THE WEST LINE OF SAID STREET TO THE POINT OF A CURVE; THENCE 295.71 FEET ALONG THE ARC OF A 785.51 FOOT RADIUS CURVE TO THE RIGHT AND WEST LINE OF SAID STREET; THENCE SOUT 9° 24' EAST 508.33 FEET ALONG WEST LINE OF SAID STREET TO THE POINT OF BEGINNING.

CONTAINS 8.533 ACRES

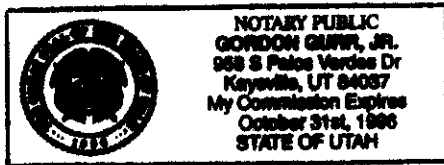
IN WITNESS WHEREOF, we have set our hands and seal this 14th day of June, 1996.

Leland G. Stenquist
LELAND G. STENQUIST
Allyson J. Stenquist
ALLYSON J. STENQUIST

Declarants

STATE OF UTAH }
 }
COUNTY OF DAVIS } ss.

On this 14th day of June, 1996, personally appeared before me LELAND G. STENQUIST and ALLYSON J. STENQUIST, husband and wife, the signers of the foregoing Declaration, who duly acknowledged to me that they executed the same.



Gordon Gurr, Jr.

Notary Public
Residing at Keyesville, Utah
My commission expires: Oct. 31, 1996