

Recorded at request of C. Patrick Bates Fee Paid \$ 6.00  
 Date JAN 22 1973 at 12:10 P. M MARGUERITE S. BOURNE Recorder Davis County  
 BY James Gardner Deputy Book 508 Page 253

375475

FAIRFIELD LAND COMPANY  
 A CORPORATION OF UTAH

DECLARATION OF PROTECTIVE  
 COVENANTS, AGREEMENTS,  
 RESTRICTIONS AND CONDITIONS  
 AFFECTING THE REAL PROPERTY  
 KNOWN AS FAIRFIELD ESTATES  
 SUBDIVISION

-TO-

WHOM IT MAY CONCERN

Entry No.  
 Recorded  
 Book Page  
 Dated

WHEREAS, the undersigned is the legal and beneficial owner of a certain tract of land situated in Davis County, State of Utah, described as Fairfield Estates Subdivision and more particularly described as follows:

Beginning in the center of the North Fork of Holmes Creek at a point South 89°43'50" East along the Section line 563.925 feet from the North Quarter Corner of Section 34, Township 4 North, Range 1 West, Salt Lake Base and Meridian, and running thence South 89°43'50" East along said Section Line, 39.97 feet to a point on the Westerly line of Fairfield Road (100 East Street); thence South 8°49'56" East along said Westerly line of said road 291.59 feet to a point of a 1185.92 foot radius curve to the left; thence Southeasterly along the arc of said curve and Westerly line of said road 57.78 feet; thence South 72°41'40" West 524.92 feet; thence South 17°18'20" East 548.74 feet to the North line of Country Estates Subdivision; thence South 72°41'40" West along said subdivision boundary 175.00 feet; thence South 17°18'20" East along said subdivision boundary 76.81 feet; thence South 6°09'20" East along said subdivision boundary 62.74 feet; thence South 11°07'00" East along said subdivision boundary 458.14 feet to an old fence line at a point on the Westerly Right-of-way line of the old Bamberger Electric Railroad; thence North 43°14' West along said Westerly Right-of-way line and old fence line 1520.36 feet; thence North 43°00' East 124.61 feet; thence North 55°10' East 112.00 feet; thence North 5°20' East 130.00 feet; thence North 74°00' East 120.00 feet; thence South 53°00' East 70.00 feet; thence North 75°30' East 80.00 feet; thence North 53°00' East 110.00 feet; thence North 25°00' East, 40.00 feet; thence South 49°00' East 55.00 feet; thence South 89°00' East 80.00 feet; thence North 31°04' East 93.25 feet to the centerline of the North Fork of Holmes Creek; thence South 89°03' East along said creek centerline 477.74 feet; thence North 52°53' East along said creek centerline 95.10 feet; thence North 46°15' East along said creek centerline 94.02 feet to the point of beginning. Contains 22.432 acres.

Abstracted  
 Indexed  
 Entered  
 Platted  
 On Margin  
 Compared

C. Patrick Bates

WHEREAS, the undersigned is about to sell the property described heretofore, which it desires to subject, pursuant to a general plan of improvement, to certain restrictions, conditions, covenants and agreements between itself and the several purchasers of said property and between the several purchasers of said property themselves as hereinafter set forth:

NOW, THEREFORE, the undersigned declares that the property described heretofore is held and shall be sold, conveyed, leased, occupied, resided upon, hypothecated and held subject to the following restrictions, conditions, covenants and agreements between itself and the several owners and purchasers of said property as between themselves and their heirs, successors and assigns:

1. **MUTUAL AND RECIPROCAL BENEFITS, ETC.:** All of said restrictions, conditions, covenants and agreements shall be made for the direct and mutual and reciprocal benefit of each and every lot created on the above described property and shall be intended to create mutual and equitable servitude upon each of said lots in favor of each other lot created on the aforesaid property and to create reciprocal rights and obligations between the respective owners of all of the lots so created and to create a privity of contract and estate between the grantees of said lots, their heirs, successors and assigns, and shall, as to the owners of each lot in said tract, their heirs, successors and assigns, operate as covenants running with the land for the benefit of all other lots in said tract.

2. **TERMS OF RESTRICTIONS:** Each and all of said restrictions, conditions, covenants and agreements shall continue in full force and effect and be binding until the 1st day of January, 1991 upon which date same shall be automatically continued for successive periods of 10 years each, unless it is agreed by the vote of the then record owners of a majority of the property.

3. **PETS, ANIMALS, ETC.:** No animals, other than a reasonable and usual number of household pets, shall be kept on any of said lots.

4. **SIGNS:** No signs shall be displayed on any of said lots except as follows: The name and profession of any professional man may be displayed at any dwelling house upon a sign not exceeding 100 square inches in size. Sign shall not be illuminated. There may also be displayed a sign not exceeding 24 inches by 24 inches advertising the fact that said parcel or said dwelling is for sale or to lease.

5. **PRIVATE RESIDENCE: MOVING OF STRUCTURES:** Said premises shall be used for private residence purposes only, except as hereinafter set forth and no structure of any kind shall be moved from any other place upon said premises, nor shall any incomplete building be permitted to remain incomplete for a period in excess of 1 year from the date the building was started unless approved by the Architectural Supervising Committee.

6. **EXCAVATING:** No excavation for stone, gravel or earth shall be made on said property unless such excavation is made in connection with the erection of a building or structure thereon.

7. **RUBBISH CONTROL:** No rubbish shall be stored or allowed to accumulate thereon.

8. **EASEMENTS:** Such easement and rights of way shall be reserved to the undersigned, its successors and assigns, in and over said real property for the erection, construction and maintenance and operation therein or thereon of drainage pipes or conduits and pipes, conduits, poles, wires and other means of conveying to and from lots in said tract, gas, electricity, power, water, telephone and telegraph services, sewage and other things for convenience to the owners of lots in said tract, as may be shown on said map and the undersigned, its successors, and assigns, shall have the right to so reserve any or all of the lots shown on said map. No structures of any kind shall be erected over any of such easements except upon written permission of the undersigned, their successors or assigns.

9. **SET BACKS:** No dwelling house or other structure shall be constructed or situated on any of said lots created except in conformity with the "set back" lines as established in each instance by the Architectural Supervising Committee and in conformity with any additional "set back" lines which may be fixed by the undersigned, its successors and assigns, in contracts or deeds to any or all of the lots created on said property. The "set back" of any building, or other structure, as to any line, shall be deemed to be the minimum distance between said buildings, or other structure, and said line; the "set back" of any building, or other structure, as to any street, shall be deemed to be the minimum distance between said building, or other structure, and the nearest line of said street.

10. **RESUBDIVISION OF SITES:** None of said lots may be resubdivided.

11. **FENCES, WALLS AND TREES:** No fence, wall or hedge over 4 feet in height shall be erected or grown any place on said premises; provided, however, that the restrictions set forth in this paragraph may be waived or modified as to any parcel by the Architectural Supervising Committee hereinafter referred to. Said Architectural Supervising Committee shall also supervise the planting and growth of trees on lots in said tract in order to prevent one lot owner from planting trees or allowing trees to grow so that the view from other lots may be obstructed or impaired; the grantee agrees to abide by an order of said Committee directing him not to plant any trees or to cut down or cut back or remove any trees which may have been planted. The agreement contained in the last preceding sentence shall be construed as a covenant running with the land and not as a condition which might cause the grantee's title to be forfeited. The grantee further agrees that the members of said Committee may at any time institute or prosecute in the name of any member of said Committee any suit or suits which the Committee may consider advisable in order to compel and obtain a decree for specific performance by the grantee of his agreement to remove, cut down or cut back any tree which the Committee has ordered removed, cut down or cut back. Should any such suit be instituted, the grantee agrees to pay reasonable attorney's fees for the plaintiff's attorney as may be fixed by the court.

12. **MANNER OF VOTING:** In voting, pursuant to the provisions of paragraphs two or twelve thereof, each lot owner of record shall be entitled to one vote for each square foot of area owned by him, and the action resulting from such vote is to be evidenced by a written instrument signed and acknowledged by such lot owners and recorded in the County Recorder's Office of the County of Davis, State of Utah.

13. **ARCHITECTURAL SUPERVISING COMMITTEE:** An Architectural Supervising Committee consisting of Ellis R. Ivory, Vernon E. Cooley, and C. Patrick Bates has been created by the undersigned, and the undersigned may fill vacancies in the Committee and remove members thereof at their pleasure, provided, however, that when 90% of the lots in said tract

have been sold, (either deeded or sold under contract of sale) thereafter, upon written designation by 85% of those who are owners (either under contract of purchase, or in fee) of lots in said tract, of some person or persons whom such owners desire to make a member or members of said Committee, the undersigned will appoint such person or persons on the Committee, and, if necessary, will remove from said Committee existing members thereof in order to create vacancies for the new appointments, provided further, however, that one person designated by the undersigned shall always remain a member of said Committee if the undersigned so desires. The functions of said Committee shall be, in addition to the functions elsewhere in this declaration set forth, to pass upon, approve or reject any plans, or specifications for structures to be erected on lots in said tract, so that all structures shall conform to the restrictions and general plans for the undersigned, and of the Committee, for the improvement and development of the whole tract. Nothing in this paragraph shall be construed as authorizing or empowering the Committee to change or waive any restrictions which are set forth in this declaration except as herein specifically provided. The Committee may act by any two of its members, and any authorization approval or power made by the Committee must be in writing signed by at least two members.

14. IMPROVEMENTS:

a. Type of Structures: No building other than one single family dwelling house, and any appropriate outbuildings shall be erected on any of said lots, nor shall any house constructed on any of said lots be used for any purpose other than a dwelling house or appurtenant outhouses, except the undersigned can allow to be located in the subdivision two family residences.

b. Before the Architectural Supervising Committee may approve any plans for construction work of any kind on the premises, the lot owner or purchaser must submit to said Committee an accurate plot plan showing the exact location of all buildings to be built on the lot. No construction of any kind or nature on any of the lots shall be commenced until either sidewalk or curb grade has been established.

c. Approval of Plans: No structures, either residence, outbuilding, tennis court, swimming pool, wall, fence or other improvements shall be constructed upon any of the said lots without the written approval as to location, height and design thereof first having been obtained from the Architectural Supervising Committee. Before construction work of any kind is started the plan of the exterior design of any building to be constructed on any of said lots shall first be submitted to the Architectural Supervising Committee for their approval, and said plans shall show the four exterior elevations of said building, together with the floor plan plotted on a map of said lots and any additional details of the home construction the Architectural Supervising Committee may require.

d. Landscaping: No landscaping shall be started on said property nor any planting of trees take place until the plans and specifications therefore have been first approved in writing by the Architectural Supervising Committee. The landscaping must be done within one year from the date the home is occupied.

15. USE: No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. The Architectural Supervising Committee shall be sole judge of which shall be an annoyance or nuisance to the neighborhood.

16. MINIMUM BUILDING SIZE: The undersigned reserves the right for itself, its successors and assigns to set a minimum figure of 1,100 square feet of main floor area of any dwelling house to be erected on any of said lots in contracts and deeds to any or all of the lots created in above described property.

17. UNDERGROUND CIRCUITS: Where underground distribution circuits are available or in place in the rear of the lots in the subdivision, the owners shall be obligated to install underground service to their homes from the distribution circuits.

18. VIOLATION OF RESTRICTIONS, PENALTIES: Violation of any of the restrictions, conditions, covenants or agreements herein contained shall give the undersigned, its successors and assigns, the right to enter upon the property upon or as to which said violation or breach exists, and to summarily abate and remove at the expense of the owner, any erection, thing, or condition that may be or exist thereon contrary to the provisions hereof, without being deemed guilty of trespass. The result of every action or omission whereby any restriction, condition, covenant or agreement is violated, in whole or in part, is hereby declared to be and constitute a nuisance and every remedy allowed by law against a nuisance, either public or private, shall be applicable against such result. Such remedy shall be deemed cumulative and not exclusive.

19. ACCEPTANCE OF RESTRICTIONS: All purchasers of property described above shall by acceptance of contracts or deeds for every lot or lots shown therein, or any portion thereof, thereby be conclusively deemed to have consented and agreed to all restrictions, conditions, covenants and agreements set forth.

20. INVALIDITY: It is expressly agreed that in any event any covenant or condition or restriction herein before contained, or any portion thereof, is held invalid or void, such invalidity or voidness shall in no way effect any valid covenant, condition or restriction.

FAIRFIELD LAND COMPANY

ATTEST:

By Ellis R. Ivory  
Ellis R. Ivory, President

C. Patrick Bates  
C. Patrick Bates, Secretary

STATE OF UTAH )  
 ) ss.  
COUNTY OF Salt Lake )

On the 12<sup>th</sup> day of January, 1973, personally appeared before me Ellis R. Ivory and C. Patrick Bates who being by me duly sworn, did say, each for himself, that he, the said Ellis R. Ivory is the President, and he, the said C. Patrick Bates is the Secretary of FAIRFIELD LAND COMPANY and that the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and said Ellis R. Ivory and C. Patrick Bates each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

W. J. Green  
Notary Public

My Commission Expires: June 21 1975

Residing: 1000 N. 1000 E.

