

The Protective Covenants of KOZIAR HILLS Subdivision, dated April 14, 1977, executed by CALVIN WATERS AND SONS, INC., a Utah corporation, recorded April 1977, as Entry No. , in Book , page of Official Records, are as follows:

Recorded APR 20 1977 at 3:38 P M MARGUERITE S. BOURNE Recorder Davis County Fee Paid \$ 3.00 Page 34
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 On Margin

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 one detached single-family dwelling not to exceed two stories in height and a private garage or carport for not more than three cars; provided, however, that the Architectural Control Committee may permit one or more of the lots to be used for school or church purposes or to be used for a swimming pool and other recreational facilities for the benefit of the owners of some or all of the other lots described above. No dwelling shall be erected, placed or permitted to remain on any lot that does not have attached to it a private garage for at least two cars.

2. ARCHITECTURAL CONTROL. No building 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 quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the front building setback line unless similarly approved.

3. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$35,000.00, including the lot, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants 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 main floor area of the main structure exclusive of one-story open porches and garages, shall be not less than 1100 square feet, per dwelling unit.

4. BUILDING LOCATION. (a) No building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 20 feet to any side street line. (b) No dwelling shall be located nearer than 8 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 45 feet or more from the front building setback line (except for animals and fowl). No dwelling shall be located on any interior lot nearer than 30 feet to the rear lot line. Detached garages or other permitted accessory buildings may be located six feet or more from the rear lot line, so long as such buildings do not encroach upon any easements. Side setbacks are as follows: 8 feet minimum on one side; 20 feet total, except 20 feet minimum for side fronting on street. Side setback for detached accessory buildings and garages are as follows: 1 foot in each case provided the required front setback is maintained and is at least sixteen (16) feet from dwelling on adjacent lots and further provided on corner lots eight (8) feet setback from the rear lot line shall be required when the lot adjacent thereto is vacant. (c) For the purposes 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 a building on a lot to encroach upon another lot.

5. ACCESSORY AND TEMPORARY USES OF LAND AND STRUCTURES. (a) The keeping of household pets. (b) The keeping of animals and fowl for family food production, and the keeping of horses for private use, together with their dependent young as hereinafter particularly set forth, as a special accessory use to a building as follows: provided that all pens, coops, barns, stables or permanent corrals are set back not less than 150 feet from a public street (except on corner lots, the setback from one street may be reduced to not less than 75 feet), and located not closer than 100 feet from any dwelling on adjacent lots except as otherwise required hereinafter;

(a) provided that the lot on which the dwelling is located is at least 18,000 square feet in area: one horse, or one cow, or two sheep or goats, ten rabbits. Thirty-six small fowl (chickens, pheasants, pigeons, etc.) six larger fowl (ducks, geese, turkeys, etc.).

(b) For each additional 18,000 square feet in the lot over and above 18,000 square feet a number and kind of animal equal to those listed above shall be permitted subject to the same conditions.

6. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 100 feet at the point where there is proposed to be located that part of the dwelling closest to the front street, nor shall any dwelling be erected or placed on any lot having an area of less than 11,000 square feet.

7. EASEMENTS. Five foot easements for installation and maintenance of utilities are reserved on front and back lot lines and on some side lot lines as shown on the recorded plat. Within these easements no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation or 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 co. is responsible.

- 8. DRAINAGE. No lot shall be graded and no structure or other obstacle shall be erected, placed, or permitted to remain thereon in such a way as to interfere with the established drainage pattern over the lot to and from adjoining land, or, in the event it becomes necessary to change the established drainage over a lot, adequate provision shall be made for proper drainage. Any fence or well erected along the side or rear property line of any lot shall contain "weep holes" or be otherwise constructed so as not to prevent the flow of surface water from adjoining land where such flow is in accord with the established drainage.
- 9. 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 or nuisance to the neighborhood.
- 10. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent, or one sign of not more than five square feet advertising the property for sale or rent by a builder during the construction and sales period.
- 11. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
- 12. EXCAVATIONS AND COMPLETING IMPROVEMENTS. No excavation shall be made on any lot except in connection with the erection, alteration or repair, of a dwelling or other improvement thereon. When excavation or the erection, alteration or repair of a structure or other improvement has once begun, the work must be prosecuted diligently and completed within a reasonable time.
- 13. ARCHITECTURAL CONTROL COMMITTEE. The Architectural Control Committee shall consist of three members to be selected by the Developer. Any communication to the Committee shall be addressed to Architectural Control Committee, c/o Calvin Waters & Sons., Inc., South Weber Drive, RFD #4, Ogden, Utah, 84403, unless the address is changed by written notice to the lot owners from the Developer or the Committee. Upon failure of the Developer to fill any vacancy in the Committee, the remaining two members of the Committee may do so. The Developer may in its sole discretion remove members from the Committee and fill vacancies. Said rights of appointment and removal shall, however, be subject to the right of the then record owners of a majority of the lots, through a duly recorded written instrument, to change at any time the membership of the Committee or to withdraw from the Committee or to restore to it any of its powers and duties, except that the Committee shall always have one member selected by the Developer, if the Developer so desires. A majority of the Committee may designate a representative to act for it. Neither the members of the Committee nor its designated representatives shall be entitled to any compensation for services performed under this Declaration. The Committee's approval or disapproval as required in these covenants and conditions 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 before completion, approval will not be required and the related covenants shall be deemed to have been fully complied with.
- 14. TERMS OF RESTRICTIONS: These restrictions are to run with the land permanently except that they may be changed, cancelled or added to in whole or in part by a duly recorded instrument signed by the then owners of record of a majority of the lots.
- 15. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the provisions, which shall remain in full force and effect.

Dated: 14 April 77

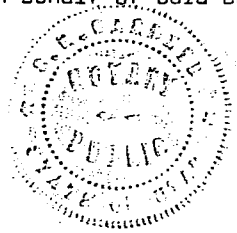
CALVIN WATERS AND SONS, INC.

ATTEST:
Georgia C. Waters
Secretary

By Calvin Waters
Calvin Waters, President

STATE OF UTAH)
)
COUNTY OF DAVIS)

On the 14th day of April, 1977, personally appeared before me, a Notary Public, Calvin Waters and Georgia Waters, who being by me duly sworn, say that he is the President and she is the Secretary of the above corporation, that they are the same that executed the above and foregoing instrument and that said instrument was signed in behalf of said corporation by authority of its by-laws.



Robert J. Adams
Notary Public of Utah
14/Sept. 1980