

PROTECTIVE COVENANTS

We, the undersigned, being all the owners of the below described property, in order to insure an orderly development thereof, and to enhance and protect the values of the residences constructed on the lots therein, do hereby execute these Protective Covenants, and by the execution hereof, do hereby declare that all lots within the following described tract of land shall be held, occupied, and enjoyed by the owners thereof subject to the hereinafter enumerated terms and Protective Covenants:

All of Lots 1 to 18, inclusive, SMOOT FARM ESTATES SUBDIVISION, PLAT "A", a subdivision of part of Section 6, Township 2 North, Range 1 East, Salt Lake Meridian, in the City of Centerville, according to the official plat thereof. EXCEPTING Lots 11, 16, & 17.

- 1. All lots in the tract shall be known and described as residential lots, and no structure shall be erected, altered, placed, or permitted to remain on any residential building plot other than a detached single family dwelling not to exceed two stories in height, and a private garage for not less than two cars nor more than three cars, which garage may be attached or detached.

ARCHITECTURAL CONTROL: No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plot plan showing the location of the structure on the lot 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 minimum building setback line unless similarly approved.

The Architectural Control Committee shall be, and hereby is, composed of Stanley M. Smoot, Mary Ellen Smoot, and Robert A. Trump., all of Centerville, Utah. A majority of the committee may designate a representative to act for it. In the event of the 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. At any time, the then record 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 any of its powers and duties.

The Committee's 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 the related covenants shall be deemed to have been fully complied with.

DWELLING SIZE AND QUALITY: The ground floor area of the main structure shall be not less than 1550 square feet for a one story residence, nor less than 2500 square feet of finished floor area in the event of a two story residence, exclusive of open porches and garages. The main structure and any accessory buildings shall be of a quality of workmanship and materials substantially the same as the surrounding homes in this subdivision.

BUILDING LOCATION: All setbacks, sideyards, and rear yards shall be as required by the Centerville-City zoning ordinances in effect at the time of construction of any buildings on any lot.

NUISANCES: No trade or activity which may be offensive 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.

TEMPORARY STRUCTURES: 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.

- 7. LIVESTOCK AND POULTRY: No animals, livestock, or poultry or any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

- 8. EASEMENTS: Easements are reserved as shown on the recorded plat of said subdivision. Within these easements, no structure, planting 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 drainage channels in the easements, or which may obstruct or retard the 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

MARGUERITE S. BOURNE Recorder Davis County  
 at 3:44 P.M. 6-23-84  
 Deputy Book  
 See Cert. & Declaration in Plat 80718-234  
 Pages 866  
 MAR 1 1988  
 Date  
 On Margin  
 Compared  
 5.  
 Indexed  
 Entered

which a public authority or utility company is responsible.

- 9. SIGNS: No signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder or developer to advertise the property during the construction and sales period.
- 10. 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 of, or disposal of, such material shall be kept in a clean and sanitary condition.
- 11. FENCES, HEDGES, ETC., AND SIGHT DISTANCE AT INTERSECTIONS: All fences, walls, hedges, or other objects of similar design, shall conform to all Centerville City zoning ordinances as to permitted height etc., and shall maintain such sight-line limitations as may be set forth in such zoning ordinances.

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 30 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded changing said covenants in whole or in part.

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain him or them from so doing, or to recover damages thereof.

Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

WITNESS our hands this 1st day of March, A.D. 1978.

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M. BRUCE FONNESBECK

\_\_\_\_\_  
BRENT J. SKINNER

\_\_\_\_\_  
LINDA S. FONNESBECK (LOT 11)

\_\_\_\_\_  
LA RUE SKINNER (LOT 16)

\_\_\_\_\_  
RICHARD L. CHARLES

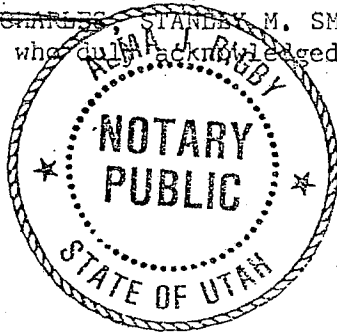
Stanley M. Smoot  
\_\_\_\_\_  
STANLEY M. SMOOT

\_\_\_\_\_  
PATTI CHARLES (LOT 17)

Mary Ellen Smoot  
\_\_\_\_\_  
MARY ELLEN SMOOT

STATE OF UTAH    |  
                  |  SS.  
COUNTY OF DAVIS |

On the 1st day of March, A.D. 1978, personally appeared before me ~~M. BRUCE FONNESBECK and LINDA S. FONNESBECK, BRENT J. SKINNER and LA RUE SKINNER, RICHARD L. CHARLES and PATTI CHARLES, STANLEY M. SMOOT and MARY ELLEN SMOOT~~, the signers of the within instrument who ~~duly~~ acknowledged to me that they executed the same.



R. A. Bigby  
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NOTARY PUBLIC

Residing at: North Salt Lake, Utah

My Com. Expires: March 3, 1981