

DECLARATION OF BUILDING AND USE RESTRICTIONS

653747

SUN RAY SUBDIVISION

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 Clinton, Davis County, State of Utah, to-wit:

Lots 2-54 inclusive, excluding Lot 5, SUN RAY SUBDIVISION; 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

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 private garages for not more than three vehicles and not less than two. All construction to be of new materials, except that used brick may be used with prior written approval of the Architectural Control Committee.

2. Dwelling Size. Each single story dwelling erected on one of the above described residential lots shall have a minimum area above ground of 1000 square feet, exclusive of garages and open porches. Two story dwellings to have a minimum area of 850 square feet on the ground floor and a minimum area of 615 square feet on the second floor, exclusive of garages and open porches.

3. Garages. Each single family dwelling shall have a two car garage.

4. Architectural Control. No building shall be erected, placed, or altered on any lot until the construction plans, design and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee.

5. 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 10 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 provided said building is located six

Platted Abstracted
On Margin Indexed
Compared Entered

feet behind the dwelling on the lot under consideration and a minimum of 16 feet away from any dwelling on an adjacent lot. Such building shall not encroach upon any easements. No dwelling shall be located on any interior lot nearer than 30 feet to the rear lot line. Permitted accessory buildings may be located one foot or more from the rear lot line, so long as such buildings do not encroach upon any easements. On a corner lot which rear upon the side yard of another lot, the accessory buildings shall not be located closer than 10 feet to such side yard.

(c) 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.

(d) 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 on a lot to encroach upon another lot.

6. Easement. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 3 1/2 feet of each lot. Within these easements, 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, 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 which a public authority or utility company is responsible.

7. 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. No clothes drying or storage of any articles which are unsightly in the opinion of the Architectural Control Committee will be permitted in carports, unless in enclosed areas designed for such purpose. No automobiles, trailers, boats or other vehicles are to be stored on streets or front or side lots unless they are in running condition, properly licensed and are being regularly used.

8. 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. No Mobile Homes are permitted.

9. Signs. No sign 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 to advertise the property during the construction and sales period.

10. Livestock and Animals. No animals or livestock of 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 and are restricted to the owner's premises or on leash under handler's control.

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. Each lot and its abutting street are to be kept free of trash, weeds and other refuse by the lot owner. No unsightly materials or objects are to be stored on any lot in view of the general public.

12. Sight Distance at Intersection. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines or in case of a rounded property corner from the intersection of the street property lines extended. The same sightline limitations shall apply on a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

13. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, 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.

14. Landscaping. Trees, lawns, shrubs or other plantings provided by the developer shall be properly nurtured and maintained or replaced at the property owner's expense upon request of the Architectural Control Committee.

15. Slope and Drainage Control. No structure, planting or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of flow of drainage channels or obstruct or retard the flow of water through drainage channels. The slope control areas of each lot and all improvements in them shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

PART C. ARCHITECTURAL CONTROL COMMITTEE

1. Membership. 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 of the committee shall have 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. The Architectural Control Committee is composed of Nolan C. Muir, Helen M. Lowe, and Michael Muir.

2. Procedure. The Committee's approval or disapproval as required in these covenants must be in writing within 10 days after plans and specifications are submitted.

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 forty years from the date these covenants are recorded, after which time, said covenants shall be automatically extended for 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 at law or in equity by any person, or persons, owning any real property situated in said trace, against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. No proceeding at law or equity may be maintained against the Architectural Control Committee, or any member of said Committee, under or as a result of any of these covenants.

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

Dated this 4th day of October, 1983.

MUIR ENTERPRISES, A Partnership

By Nolan C. Muir
Co-Partner

By Helen M. Lowe
Co-Partner

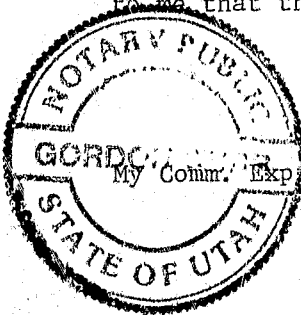
Daryl Jean Francom
Personal Representative of the Estate
of Howard Muir, Deceased.

STATE OF UTAH X
 X SS.
COUNTY OF DAVIS X

On the 4th day of October, A. D. 1983, personally appeared before me DARYL JEAN FRANCOM, Personal Representative of the Estate of Howard Muir, Deceased, and NOLAN C. MUIR and HELEN M. LOWE, co-partners of MUIR ENTERPRISES, a partnership, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

[Signature]
Notary Public

Residing in: Kaysville, Utah



My Comm. Expires: April 4, 1986