

STE# 84049

DECLARATION OF BUILDING USE RESTRICTIONS

1 thru 7
Amby Briggs Plat
SB-20-27-18

STEELE D. LARSON and NANCY D. LARSON; MICHAEL K. NELSON and LAURI H. NELSON; TED CLIFFORD SMITH and WILMA B. SMITH; MAESER G. EDWARDS and ARTIS B. EDWARDS; and THE THOMAS AMBY BRIGGS FAMILY LIMITED PARTNERSHIP, a Utah Limited Partnership, being all of the owners of the following described tracts of land situated in the City of Bountiful, County of Davis, State of Utah, to-wit:

All of Lots 1 to 7, inclusive, AMBY BRIGGS' SUBDIVISION, PHASE 1, a subdivision of part of Section 20, Township 2 North, Range 1 East, Salt Lake Meridian, in the City of Bountiful, according to the official plat thereof.

04-107-0001-0007
ALSO, beginning at the Northwest corner of Lot 6, LAGO VISTA CIRCLE SUBDIVISION, at a point North 89°51' West 966.40 feet along the Section line and North 1°09' East 465.30 feet along the West line of said Lago Vista Circle Sub. from the Southeast corner of Section 20, Township 2 North, Range 1 East, Salt Lake Meridian, in the City of Bountiful, and running thence North 85°10'23" West 96.75 feet and North 14°53'04" East 100.41 feet and North 20°28'23" East 57.58 feet and North 8°30'30" East 128.82 feet along a line common with Amby Briggs' Sub. Phase 1; thence South 89°35'27" East 50.61 feet; thence North 110.0 feet; thence North 3°50'02" West 54.49 feet; thence South 89°29'21" East 158.95 feet; thence South 4°30'39" West 91.31 feet; thence South 85°29'21" East 222.0 feet; thence South 1°09' West 330.60 feet along the West line of the Amended Plat of Reed Sub. No. 1 to the North line of Lago Vista Circle Sub; thence North 89°51' West 381.50 feet along said subdivision line to the point of beginning.

do hereby declare that all of the lots within said subdivision and of any subdivision of said area, or any portion thereof, shall be held by the undersigned, and conveyed by the undersigned to be held by their successors and/or assigns, subject to the following conditions, covenants, restrictions, and stipulations.

- 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 (no carports shall be allowed) for not more than three (3) vehicles. All construction is to be of new materials, except that used brick may be used with the prior written consent of the Architectural Control Committee.
- 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, 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 finished 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. Approval under this paragraph shall be as hereinafter set forth.

No building shall be located on any lot nearer to the street line than the minimum building setback lines shown on the recorded plat or plats, however, where no minimum building setback lines may be shown for any lot on the recorded plat or plats, in that event no building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 25 feet to any side street line. No building shall be located nearer than 8 feet to an interior lot line, and the total width of the two side yards shall be not less than 18 feet. No building shall be located nearer than 30 feet to the rear lot line. 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 a building on a lot to encroach upon another lot.
- The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1250 square feet for a one-story dwelling, nor less than 1000 square feet for a split level or two-story dwelling.
- No temporary or sub-standard structure of any kind shall be used as a residence, either temporarily or permanently. No fence, wall, hedge, or other object of similar design shall be constructed on any lot to a height of greater than 6 feet. 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

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SECURITY TITLE COMPANY
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connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

6. 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. No animals or fowl shall be kept, housed, or permitted to be kept or housed on any lot or lots in said subdivision or subdivisions for any commercial purposes, nor shall any be kept, housed, or permitted to be kept or housed except such dogs, cats, and birds as are kept by the individual home owner as his own household pet.

7. 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 to advertise the property during the construction and sales period.

8. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. Trash, garbage, or other waste shall not be kept except in sanitary conditions and containers, and no disabled automobile bodies shall be kept or maintained on any lot either temporarily or permanently. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary conditions.

9. Easements for installation and maintenance of utilities and drainage facilities, and for the Weber Basin Aqueduct ventline right of way are as shown on the recorded plat, and/or subdivisions plats of said property and any portion thereof. Within the easement areas included in the Weber Basin Aqueduct Ventline right of way, the restrictions as to planting, etc. as shown on the recorded plat and in the instruments of record pertaining to such right of way, shall be and will remain in full force and effect, and the owners of any lots crossed by said right of way are hereby charged with full responsibility of determining the exact restrictions pertaining to said right of way, as well as any prospective purchasers being charged with the same responsibility. Within the public utility easements as shown on the recorded plat or plats, no structure, planting or other material shall be placed, permitted to remain, or located which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow or drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement, and right of way, areas of each lot, and all improvements in it shall be maintained in each lot continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

10. The subdivider, initially, and subsequently any prospective seller of Lot 1 in Phase 1, and/or Lots 13, 14, 15, 17, and 18, in Phase 2 (Plat to be recorded), being those lots crossed by the Weber Basin Aqueduct Ventline Right of Way as shown on the recorded plat, agrees to inform all prospective purchasers of said Lots of the existence of said right of way, and to specifically inform such purchaser of the prior rights of the United States of America and of the Weber Basin Water Conservancy District, and the limitations of the use of the area within such right of way. FURTHER, as to said lots on which said right of way is applicable, the following shall also be applicable: (A) Any increase in the cost to reconstruct, operate, maintain, and repair the Ventline and appurtenant structures which might result from the construction of the proposed subdivision, homes, and other physical structures, and utility improvement shall be borne by the subdivider or its successors in interest. Any costs to the District or the United States which result from the construction of the subdivision or utility improvements shall be borne by the Subdivider or its successors in interest in the land, and such costs shall constitute a lien on said land until paid, and (B) Any person or party accepting title to any of said lots by such acceptance and reference in the deed conveying such title to these protective covenants will be deemed to have recognized the prior rights of the United States and the District as herein set forth, and shall also evidence the agreement of such person, persons, or party of the requirement that plans for landscaping and other development that may affect or hinder operation and maintenance of the Ventline be submitted to the United States and the District for review and approval, and (C) Developer, its successors or assigns, agree that Forty-Eight (48) hours prior to excavation for construction of any homes or appurtenant improvements on any of the lots referred to in this paragraph, that the location of said

homes or improvements shall be staked in the field and the United States and the District shall be notified to permit inspection and approval to avoid any encroachment on the Ventline right of way, and (D) notwithstanding anything contained herein to the contrary, the restrictions in this paragraph 10 shall be in full force and effect for so long as the said Ventline right of way is in use and in force, and any time limitation placed on these covenants shall not be pertinent nor effective as to this paragraph 10, and (E) these Protective Covenants shall be recorded in the office of the County Recorder of Davis County, Utah, and (as previously stated) all lots shall be held, conveyed, and enjoyed subject to the terms and conditions of the Protective Covenants as so recorded, and (F) the Developer and its successors in interest, agree to indemnify and hold the United State and the District harmless against all claims of every character arising out of or in connection with the construction, operation, or maintenance of the subdivision lots, improvements, and utilities, and the Development or its successors in interest further agree to release the United States and the District from all claims for damage to the adjacent subdivision lots, improvements, or utilities which may hereafter result from the construction, operation, or maintenance of the Ventline or any other works for facilities of the Weber Basin project or any other United States project. This will not be construed to include negligent or wrongful acts of the United States, the District, or their agents or assigns.

11. No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications, and plot plans showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location with respect to topography and finished ground elevation, by a committee composed of Wilma B. Smith, Ted C. Smith, Artis B. Edwards, and Maeser G. Edwards, all of Bountiful, Utah, or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove of such design and location, or to designate a representative with like authority. In the event said committee, or its designated representative, fails to approve or disapprove such design and location within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building, or the making of such alterations, have been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. 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 the majority of the lots shall have the power, through a duly recorded written instrument, to change the membership of the committee, or withdraw from the committee, or restore to it, any of its powers and duties.

12. 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 40 years from the date hereof, (see exception in paragraph 10) after which time said these covenants shall be automatically extended for successive periods of 10 years, unless an instrument signed by a majority of then then owners of the lots has been recorded agreeing to change said covenants in whole or in part. The provisions in paragraph 10 of these covenants shall not be changed for so long as said right of way is in existence.

13. If the parties hereto, or any of them, or their heirs, or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owing any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing, or to recover damages or other dues from such violator.

14. Invalidation of any one 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.

Steele D. Larson
STEELE D. LARSON

Michael K. Nelson
MICHAEL K. NELSON

Nancy Larson
NANCY D. LARSON

Lauri H. Nelson
LAURI H. NELSON

Ted C. Smith
TED CLIFFORD SMITH

Maeser G. Edwards
MAESER G. EDWARDS

Wilma B. Smith
WILMA B. SMITH

Artis B. Edwards
ARTIS B. EDWARDS

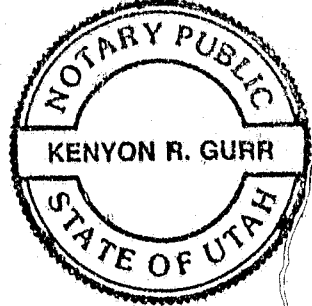
THE THOMAS AMBY BRIGGS FAMILY
LIMITED PARTNERSHIP

BY: Wilma B. Smith
WILMA B. SMITH, GENERAL PARTNER

BY: Artis B. Edwards
ARTIS B. EDWARDS, GENERAL PARTNER

STATE OF UTAH X
 SS.
COUNTY OF DAVIS X

On the 15 day of Aug., A.D. 1985, personally appeared before me WILMA B. SMITH and ARTIS B. EDWARDS, as General Partners of the Thomas Amby Briggs Family Limited Partnership, the within named partnership who duly acknowledged to me that they signed the within instrument for and on behalf of said Partnership as such General Partners, and that said Partnership executed the same.

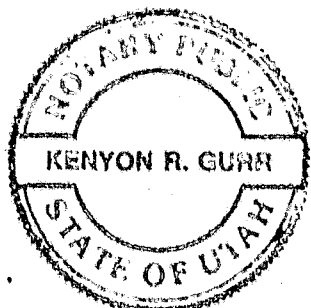


Kenyon R. Gurr
NOTARY PUBLIC
Residing at: Bountiful, Utah
My Com. Expires: April 4, 1986

STATE OF UTAH X
 SS.
COUNTY OF DAVIS X

On the 15 day of Aug., A.D. 1985, personally appeared before me
TED C. SMITH and WILMA B. SMITH, his wife,

as signers of the within instrument, who duly acknowledged to me that they executed the same.

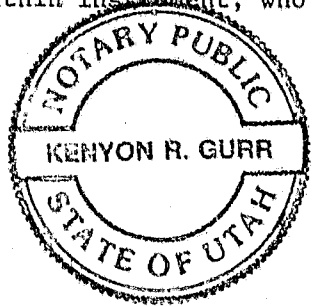


Kenyon R. Gurr
NOTARY PUBLIC
Residing at: Bountiful, Utah
My Com. Expires: April 4, 1986

STATE OF UTAH X
 SS.
COUNTY OF DAVIS X

On the 15 day of Aug., A.D. 1985, personally appeared before me
ARTIS B. EDWARDS and MAESER G. EDWARDS,

as signers of the within instrument, who duly acknowledged to me that they executed the same.



Kenyon R. Gurr
NOTARY PUBLIC
Residing at: Bountiful, Utah
My Com. Expires: April 4, 1986