

FILED REQUEST: RICHARD DAVIS DATED: OCTOBER 28, 1994 @ 1:00 P.M.

RECORDED BOOK 158, PAGES 230-231 OFFICIAL RECORDS. WAYNE COUNTY UTAH RECORDS.
LOMA BLACKBURN RECORDER.

123852

PROTECTIVE COVENANTS

CONDITIONS, COVENANTS, AND RESTRICTIONS AFFECTING DAVIS
SUBDIVISION, WAYNE COUNTY, PROPERTY OF RICHARD L. AND DEAN L.
DAVIS, HEREINAFTER CALLED THE DECLARANTS,
WITNESSETH:

THIS DECLARATION IS MADE THIS 28 DAY OF Oct 1994
BY THE DECLARANTS AS FOLLOWS:

WHEREAS, DECLARANTS ARE THE OWNERS OF THE REAL PROPERTY
DESCRIBED IN CLAUSE I OF THIS DECLARATION, AND ARE DESIROUS OF
SUBJECTING THE REAL PROPERTY DESCRIBED IN SAID CLAUSE I TO THE
RESTRICTIONS, COVENANTS, RESERVATIONS, EASEMENTS, LIENS AND CHARGES
HEREINAFTER SET FORTH, EACH AND EVERY PARCEL THEREOF, AND SHALL
APPLY TO AND BIND THE SUCCESSORS IN INTEREST, AND ANY OWNER
THEREOF;

NOW, THEREFORE, IT IS HEREBY DECLARED THAT THE REAL PROPERTY
DESCRIBED IN AND REFERRED TO IN CLAUSE I HEREOF IS, AND SHALL BE,
HELD, TRANSFERRED, SOLD AND CONVEYED SUBJECT TO THE CONDITIONS,
RESTRICTIONS, COVENANTS, RESERVATIONS, EASEMENTS, LIENS AND CHARGES
HEREINAFTER SET FORTH.

DEFINITION OF TERMS

LOT SHALL MEAN ANY UNIT OF LAND AS SHOWN ON THAT CERTAIN MAP
KNOWN AS "DAVIS SUBDIVISION" RECORDED IN THE COUNTY RECORDER'S
OFFICE OF WAYNE COUNTY, UTAH OR FUTURE MODIFICATIONS OF THE SAME.

CLAUSE I

PROPERTY SUBJECT TO THIS DECLARATION

THE REAL PROPERTY WHICH IS, AND SHALL BE, HELD AND SHALL BE
CONVEYED, TRANSFERRED AND SOLD SUBJECT TO THE CONDITIONS,

RESTRICTIONS, COVENANTS, RESERVATIONS, EASEMENTS, LIENS AND CHARGES WITH RESPECT TO THE VARIOUS PORTIONS THEREOF SET FORTH IN THE VARIOUS CLAUSES AND SUBDIVISIONS OF THIS DECLARATION IS LOCATED IN THE COUNTY OF WAYNE, STATE OF UTAH, AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

LOTS 1 - 10, DAVIS SUBDIVISION, ACCORDING TO THE OFFICIAL PLATS OF RECORD IN THE WAYNE COUNTY RECORDER'S OFFICE, COA UTAH.

CLAUSE II

GENERAL PURPOSES OF CONDITIONS

THE REAL PROPERTY DESCRIBED IN CLAUSE I HEREOF IS SUBJECTED TO THE CONDITIONS, RESTRICTIONS, RESERVATIONS, LIENS AND CHARGES HEREBY DECLARED TO INSURE THE BEST USE AND THE MOST APPROPRIATE DEVELOPMENT AND IMPROVEMENT OF EACH LOT THEREOF; TO PROTECT THE OWNERS OF LOTS AGAINST SUCH IMPROPER USE OF SURROUNDING LOTS AS WILL DEPRECIATE THE VALUE OF THEIR PROPERTY; TO RESERVE, SO FAR AS PRACTICABLE, THE NATURAL BEAUTY OF SAID PROPERTY; TO INSURE THE HIGHEST AND BEST DEVELOPMENT OF SAID PROPERTY; AND IN GENERAL PROVIDE ADEQUATELY FOR A HIGH TYPE AND QUALITY OF IMPROVEMENTS IN SAID PROPERTY, AND THEREBY TO ENHANCE THE VALUES OF INVESTMENTS MADE BY PURCHASERS THEREIN.

A. ALL LOTS IN THE SUBDIVISION SHALL BE KNOWN AND DESCRIBED AS RESIDENTIAL BUILDING SITES. NO STRUCTURES SHALL BE ERECTED, ALTERED, PLACED OR PERMITTED TO REMAIN ON ANY BUILDING SITE OTHER THAN ONE DETACHED SINGLE FAMILY DWELLING; AND PRIVATE GARAGE, AND OTHER OUTBUILDINGS INCIDENTAL TO USE OF THE PREMISES.

B. NO NOXIOUS OR OFFENSIVE TRADE OR ACTIVITY SHALL BE CARRIED

ON UPON ANY BUILDING SITE NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BE OR BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD AND NO RESIDENCE SHALL BE USED FOR PURPOSES OF TRADES, OFFICES, OR COMMERCIAL USES WITHOUT PRIOR WRITTEN CONSENT AND APPROVAL OF THE DECLARANTS.

C. NO TRAILER, TENT, SHACK, GARAGE, BARN OR OTHER OUT BUILDING SHALL AT ANY TIME BE USED FOR HUMAN HABITATION. ANY TRAILER HOUSE, DETACHED CAMPER UNITS, BOATS, MOBILE HOMES, ETC., SHALL BE MAINTAINED OR STORED ONLY IN SIDE OR REAR YARDS OR IN ENCLOSURE AREAS. NO OPEN STORAGE OF BUILDING MATERIALS ON THE PROPERTY, EXCEPT DURING THE COURSE OF CONSTRUCTION SHALL BE PERMITTED ON ANY UNIT OF LAND NOR SHALL UNUSABLE OR JUNK CARS OR OTHER UNSIGHTLY ITEMS BE MAINTAINED OR STORED ON ANY UNITS OF LAND. EACH OWNER SHALL BE REQUIRED TO REASONABLY, NECESSARILY AND ADEQUATELY MAINTAIN HIS PROPERTY TO KEEP IT IN A REASONABLE STATE OF APPEARANCE AND PRESERVATION.

D. DOMESTIC AND FARM ANIMALS MAY NOT BE MAINTAINED BY THE PROPERTY OWNERS. COMMERCIAL RAISING OF ANIMALS AND PETS WILL NOT BE PERMITTED. NORMAL PETS MAY BE MAINTAINED BY THE PROPERTY OWNERS.

E. BUILDING USED FOR HUMAN HABITATION SHALL CONSIST OF A MINIMUM OF 1800 SQ. FT. AT GROUND LEVEL, INCLUDING ENCLOSED GARAGE.

F. ALL UTILITIES WILL BE UNDERGROUND.

G. ALL RESIDENTIAL STRUCTURES SHALL HAVE MODERN BATH AND SEWAGE FACILITIES. THERE SHALL BE NO OUT BUILDINGS USED FOR TOILET AND SEWAGE FACILITIES..

H. ANY PROPERTY OWNER WHO HAS OR USES IRRIGATION WATER IS

FULLY RESPONSIBLE AND LIABLE FOR ITS USE AND CONTROL.

I. LOTS SHALL NOT BE SUBDIVIDED.

J. IT IS UNDERSTOOD AND AGREED THAT ALL DEVELOPMENTS OF THE PROPERTY SHALL BE IN COMPLIANCE WITH THESE PROTECTIVE COVENANTS AS WELL AS ANY CITY, STATE, COUNTY, FEDERAL OR OTHER GOVERNMENTAL RESTRICTIONS OR REQUIREMENTS.

K. THESE COVENANTS ARE TO RUN WITH THE LAND AND SHALL BE BINDING ON ALL PARTIES AND ALL PERSONS CLAIMING UNDER THEM. 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 OWNING ANY REAL PROPERTY SITUATED IN SAID SUBDIVISION, AS PROVIDED IN SECTION 1, TO PROSECUTE ANY PROCEEDING 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, ATTORNEY'S FEES, COSTS OF COURT OR OTHER DUES FOR SUCH VIOLATION.

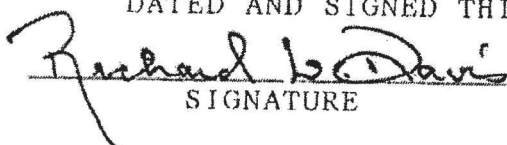
L. INVALIDATION OF ANY ONE OF THESE COVENANTS OR ANY PART THEREOF BY JUDGMENTS OR COURT ORDER SHALL IN NO WISE AFFECT ANY OF THE OTHER PROVISIONS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

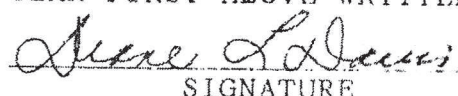
CLAUSE III

AMENDMENTS

THESE PROTECTIVE COVENANTS MAY BE AMENDED AT ANY TIME BY A VOTE OF (7) - (SEVEN) OF THE NUMBER OF VOTES PERMISSIBLE WHICH WILL BE CALCULATED ON THE BASIS OF ONE VOTE PER LOT FOR EACH UNIT OF LAND COVERED BY THE PROTECTIVE COVENANTS.

DATED AND SIGNED THIS DAY AND YEAR FIRST ABOVE WRITTEN.


SIGNATURE


SIGNATURE

