

Recorded at request of SECURITY TITLE COMPANY Order No. _____ Fee Paid 4.00
Date MAY 31 1973 at 8:48 A.M. MARGUERITE S. BOURNE Recorder Davis County
By Trace Van Sweden Deputy Book 517 Page 33

380986

33

DECLARATION OF PROTECTIVE COVENANTS FOR FLORAL GROVE ESTATES SUBDIVISION recorded July 25, 1972 in Book "S" of L & L misc., page 490, as entry No. 367730 records of Davis County, UTAH.

Know All Men By These Presents:

That WHEREAS, the undersigned being the owners of the following described real property situated in Davis County, State of Utah, to-wit:

ALL of Lots 1 to 19, inclusive, FLORAL GROVE ESTATES, according to the official plat thereof.

In consideration of the premises and as part of the general plan for improvement of said property, do hereby declare the property hereinabove described, subject to the restrictions and covenants herein recited.

PART A. 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 a private garage is mandatory. No carports.

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 minimum building setback line unless similarly approved. Approval shall be as provided in part B.

3. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$35,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant 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 ground floor area of the main structure, exclusive of one-story open porches and garages shall be not less than 1,500 square feet for a one-story dwelling, nor less than 1,300 square feet for a dwelling of more than one story.

4. LOT AREA. No lot shall be reduced in size from the size as shown on the recorded plat.

5. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. 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 or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in

Abstracted
 Indexed
 Entered
 Platted
 On Margin
 Compared

S.T.C.

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.

6. 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 automobiles, trailers, boats, or other vehicles are to be stored on streets or front and side lots unless they are in running condition, properly licensed and are being regularly used.

7. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

8. 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 signs used by a builder to advertise the property during the construction and sales period.

9. 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, mineral excavations or shafts 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.

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. No incinerators or burning allowed. Equipment for the storage of disposable 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 other objects are to be stored on any lot in view of the general public.

11. LIVESTOCK AND POULTRY. No animals, livestock, or poultry 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 a leash under handler's control.

12. ARCHITECTURAL CONTROL COMMITTEE - MEMBERSHIP. The Architectural Control Committee is composed of Derald A. Tilley, Gayle Winterrose and Gordon Van Fleet. 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 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.

13. ARCHITECTURAL CONTROL COMMITTEE - PROCEDURE. 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.

14. 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 thirty 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, agreeing to change said covenants in whole or in part.

15. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

16. SEVERABILITY. 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.

WITNESS, the hands of said Owner's this 29th day of March, A.D. 1973.

Derald A. Tilley
Berwyn J. Tilley
Gordon H. Van Fleet

Reed W. Van Fleet
Gordon W. Van Fleet
Ruth H. Van Fleet

EMPIRE ENTERPRISES, INC.

BY: Derald A. Tilley
President

STATE OF UTAH)
COUNTY OF DAVIS) ss.

On the 29th day of March, A.D. 1973, personally appeared before me GORDON H. VanFLEET and EVELYN W. VanFLEET, his wife and REED W. VanFLEET AND RUTH H. VanFLEET, his wife and DERALD A. TILLEY AND BERWYN TILLEY, his wife, the signers of the within instrument, who duly acknowledged to me that they executed the same.

My Commission Expires: 4-4-74
Residing at: Kaysville, Utah

Gordon H. Van Fleet
Notary Public

STATE OF UTAH
COUNTY OF DAVIS

On the 29th day of March A.D. 1973³, personally appeared before me DERALD A. TILLEY, who being by me duly sworn did say, that he, the said DERALD A. TILLEY, is the President of EMPIRE ENTERPRISES, INCORPORATED, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors.

My Commission Expires: 4-4-74
Residing at: Kaysville, Utah

Derald A. Tilley
Notary Public

