

*see title King Clavin Hill #3*

WHEREAS, we, S. F. Jacobsen and Patricia F. Jacobsen, his wife, and Richard Prows, Inc., are the owners and possessors of the following described property situated in Davis County, Utah.

All of KING CLARION HILLS NO. 3, a subdivision of part of Section 26, Township 4 North, Range 1 West, Salt Lake Meridian, in the City of Kaysville, according to the official plat thereof.

And it is our desire and intent to place certain restrictions on the lots included within said subdivision, to insure a uniform development therein, and to enhance the future value thereof.

NOW, THEREFORE, we do hereby state and declare that all of said lots in said subdivision shall be henceforth conveyed subject to the following restrictions:

- 1. 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 one and two stories in height and a private garage and/or carport for not more than three cars.
- 2. No building shall be erected, placed or altered on any lot until the construction plans and specifications and plans 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 locations which respect to topography and finish grade elevation and to meet Kaysville City requirements.

No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set back line unless similarly approved.

The Architectural Control Committee is composed of Richard S. Prows, Shirley F. Jacobsen and J. Clifton Linford. 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.

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 duly complied with.

3. No dwelling shall be permitted on any lot at a cost of less than \$12,000.00, based upon the cost levels prevailing on the date of these covenants, 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 1000 square feet for a one-story dwelling, nor less than 600 square feet (ground floor or main floor area) for a dwelling of more than one story.

4. No building shall be located on any lot nearer than 28 feet to the front lot line, or nearer than 20 feet to any side street line. No building shall be located nearer than 8 feet to any interior lot line. The minimum distance from the main building to the rear lot line shall be 15 feet. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of the

Recorded at request of SECURITY TITLE COMPANY Order No. **EMILY I. ELDREDGE** Fee Paid **41.00**  
 at **2 08 P.M.** Recorder Davis County  
 on **01 23 1964** Page **13**  
*Sec. Title Co.*

Plat  Amended   
 Corrected  Indexed   
 Compared  Entered

*See Title Co.*

building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. A detached garage and/or carport or other permitted accessory building may be located next to a side lot line in accordance with the Kaysville City Zoning Ordinance.

5. No lot shall be resubdivided into, nor shall any dwelling be erected or placed on any lot having a width of less than 70 feet at the minimum building setback line or an area of less than 8,000 square feet.

6. Easements for installation and maintenance of utilities and drainage facilities are reserved over the rear five feet of each lot as shown on plat.

7. 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.

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

9. 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 the builder to advertise the property during the construction and sales period.

10. No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall 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.

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

12. These covenants are to run with the land and shall be binding on all parties and persons claiming under them for a period of thirty years from the date these covenants are recorded, after which time said covenants are to be automatically extended for successive periods of ten years unless an instrument signed by a majority of the owners of lots has been recorded changing said covenants in whole or in part.

13. 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 damage.

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

Dated this 24th day of October A. D., 1962,

S. F. Jacobsen  
Patricia F. Jacobsen

STATE OF UTAH |  
COUNTY OF DAVIS | SS.

On the 24th day of October, A. D. 1962, personally appeared before me S. F. Jacobsen and Patricia F. Jacobsen, his wife, the signers of the within instrument who duly acknowledged to me that they executed the same.

[Signature]  
Notary Public

My Commission Expires: April 4, 1966 Residing in: Kaysville, Utah

RICHARD PROWS, INC.

BY: Richard Prows, Inc.  
President

STATE OF UTAH |  
                  | ss.  
COUNTY OF DAVIS |

On the 24th day of October, A. D. 1962, personally appeared before me Richard S. Prows, who being by me duly sworn did say, that he, the said Richard S. Prows, is the president of Richard Prows, Inc., and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors, and said Richard S. Prows, duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

Marie Beel Lane  
Notary Public

My Commission Expires: Nov 22, 1963 Residing in: Bountiful, Ut.