

Park View Estates 42  
7/2-1-37-12W

341515

PROTECTIVE COVENANTS

661

WHEREAS, we, Gordon Gurr and Kenyon R. Gurr, <sup>Trustees</sup> are the owners and possessors of the following described property situated in Davis County, Utah,

Beginning at the Southwest corner of Lot 19, PARK VIEW ESTATES SUBDIVISION NO. 1, a subdivision of part of Section 1, Township 3 North, Range 1 West, Salt Lake Meridian, at a point North 89°50' West 56.2 feet along Section line and South 6°55' East 1140 feet along center line of a County Road; thence Southerly along a curve to the right with a radius of 1432.7 feet for an arc distant of 498.02 feet and South 77° East 170 feet and South 10°35'40" West 299.64 feet from the North Quarter corner of Section 1; thence South 60° East 215 feet along South line of said subdivision; thence South 82°33' East 381.72 feet along said South line to East line of Grantors land; thence South 6°34' West 605.17 feet, more or less, to South line of Northeast Quarter of said Section 1; thence West 1253 feet, more or less, along said South line to Easterly line of said County Road; thence North 36°11' East 434.48 feet along said Easterly line to Southwest corner of property conveyed in Book 362 Page 692 of Official Records; thence South 53° 49' East 130 feet; thence North 36°11' East 585.69 feet, more or less, to the point of beginning, including PARK VIEW ESTATES NO. 2.

And it is our desire and intent to place certain restrictions on the lots included within said description, 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 description shall be henceforth conveyed subject to the following:

B-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 two stories in height and a private garage or carport for not more than three vehicles.

B-2. 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 C.

B-3. No dwelling shall be permitted on any lot at a cost of less than \$20,000.00 including lot 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 1,200 square feet for a one-story dwelling, nor less than 850 square feet for a dwelling of more than one story.

B-4 (a) No building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 20 feet to any side street line, except that on all lots abutting Mountain Road no building shall be located nearer than 30 feet to the street property line of said street. (b) No building shall be located nearer than 8 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 40 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. (c) 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.

B-5 No dwelling shall be erected or placed on any lot having a width of less than 60 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 9,000 square feet.

(Continued)

Recorded at Davis County, Utah, on 7/2-1-37-12W at 9:04 A.M. MARGUERITE S. BOUTIN, Deputy  
Date JUN 8 1970  
By *[Signature]*  
Page 661  
Fee Paid 4.00  
Recorded Davis County

- B-6. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five 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. 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 public authority or utility company is responsible.
- B-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.
- B-8. 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 residence either temporarily or permanently.
- B-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 a builder to advertise the property during the construction and sales period.
- B-10. 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.
- B-11. 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.
- B-12. 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.
- B-13. No individual sewage-disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of State Health authority. Approval of such system as installed shall be obtained from such authority.
- B-14. 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 the case of a rounded property corner, from the intersection of the street property lines, extended. The same sight line limitations shall apply on any lot within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
- C-1. The Architectural Control Committee is composed of Arthur W. Isakson, LeGrand George, and Gordon Gurr. 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.

(Continued)


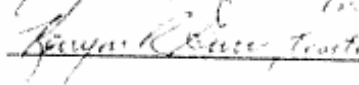
C-2. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the 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.

D-1. 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 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.

D-2. 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.

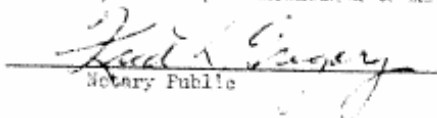
D-3. Invalidity of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

WITNESS, the hands of the owners this 16th day of June, A.D. 1970

  
Trustee  
  
Trustee

STATE OF UTAH     }  
COUNTY OF DAVIS } ss.

On the 16th day of June, A.D. 1970 personally appeared before me GORDON GURR and KENNETH R. GURR, the signers of the within instrument, who duly acknowledged to me that they executed the same.

  
Notary Public



Commission Expires April 4, 1974  
Salt Lake City, Utah