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DECLARATION OF PROTECTIVE COVENANTS

431425

Whereas NATURAL ESTATES, INC., a Utah corporation (hereinafter referred to as "DEVELOPER") is the General Partner of Kimberly Garden Investments, a limited partnership, the owner of the following described real property located in Davis County, Utah:

Lots 36 to 45 inclusive of Kimberly Meadows #4, a subdivision, according to the official plat thereof recorded as Entry No. 426820 in Book 590, Page 79 in the office of the County Recorder.

Whereas it is the desire and intention of the DEVELOPER to sell the lots described above and to impose on them mutual beneficial restrictions under a general plan of improvement for the benefit of all the lots in the subdivision and the future owners of those lots;

NOW, THEREFORE, the DEVELOPER hereby declares that all of the lots described above are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved subject to the following covenants and conditions, all of which are declared and agreed to be in furtherance of a plan for the improvement and sale of the lots described above and are established and agreed upon for the purpose of enhancing and protecting the value, desirability, and attractiveness of the lots. All of the covenants and conditions shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in the above described lots or any part thereof.

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 or carport for not more than three cars; provided, however, that the Architectural Control Committee may permit one or more of the lots to be used for school or church purposes or to be used for a swimming pool and other recreational facilities for the benefit of the owners of some or all of the other lots described above. No dwelling shall be erected, placed or permitted to remain on any lot that does not have attached to it a private garage or carport for at least two cars.

1250 N. Hy. 89 E. Lay

Recorded at request of 1978 Natural Estates, Inc. Fee Paid \$2.00
Date APR 9 1978 M. MARGUERITE S. BOURNE Recorder Davis County
Deputy Book 577 Page 362

- Abstracted
- Indexed
- Entered
- Platted
- On Map
- Compared

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 finished grade elevation.

Unless approved by the Architectural Control Committee, no hedge more than three feet high and no fence or wall shall be erected, placed, altered or permitted to remain on any lot closer to the front street than the front of the residential structure on said lot, or, where said hedge, fence or wall is located along the boundary line between two adjoining lots, it shall not be closer to the front street than the front of whichever residential structure on the two adjoining lots is nearest to the street.

After the date of filing of these covenants and conditions no tree shall be permitted to grow to such a size that it substantially impairs the view from another lot. The Architectural Control Committee is authorized to determine whether any tree so impairs the view from another lot and to order the cutting back or, if necessary, the removal of any such tree. Such a determination and order by the Committee shall be conclusive upon the lot owners. The expense of cutting back or removal shall be borne by the owner of the lot on which the tree is located.

3. Dwelling Cost, Quality and Size. No dwelling, together with the attached carport or garage, shall be permitted on any lot at a cost of less than \$24,000 based upon cost levels prevailing on the date these covenants are recorded, which sum shall not be construed as including the cost of the lot, it being the purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same as 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 garage, carport and any one-story open porches, shall be not less than 1100 square feet for a

one-story dwelling, nor less than 900 square feet for a two-story dwelling. In a split level dwelling the combined area of the single level and each of the levels in the adjoining two-story portion of the dwelling, exclusive of garage, carport and any one-story open porches, shall total not less than 1600 square feet. Building height shall not exceed 30 feet.

4. Set Back Lines. Unless a written exception is granted by the Architectural Control Committee where unusual circumstances exist, the following set back lines shall apply:

(a) No building shall be located on any lot nearer than 30 feet to the front lot line. No residential building shall be located on any lot nearer than 30 feet to the rear lot line with the exception of corner lots which may be reduced to 20 feet from the rear lot line.

(b) No building shall be located nearer than 9 feet to an interior lot line.

(c) For the purposes of this covenant, eaves and steps shall not be considered as part of the building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

5. Lot Area and Width. No dwelling shall be erected or placed on any lot having a width of less than 80 feet, nor shall any dwelling be erected or placed on any lot having an area of less than 9,000 square feet.

6. Easements. Seven foot easements for installation and maintenance of utilities are reserved on front and back lot lines and on some side lot lines as shown on the recorded plat. Within these easements no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities. 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.

7. 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

clothes drying or storage of any articles which are unsightly in the opinion of the Architectural Control Committee will be permitted in carports, unless in enclosed areas built and designed for such purpose. 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.

8. Temporary Structures. 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. Signs. 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.

10. 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 leash under handler's control.

11. 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. All incinerators or other equipment for the storage or disposal of such 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.

12. 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.

13. Landscaping. Trees, lawns, shrubs or other plantings provided by the developer shall be properly nurtured and maintained or replaced at the property owner's expense upon request of the Architectural Control Committee.

14. Slope and Drainage Control. No structure, planting or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of flow of drainage channels or obstruct or retard the flow of water through drainage channels. The slope control areas of each lot and all improvements in them shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

15. Excavations and Completing Improvements. No excavation shall be made on any lot except in connection with the erection, alteration or repair, of a dwelling or other improvement thereon. When excavation or the erection, alteration or repair of a structure or other improvement has once begun, the work must be prosecuted diligently and completed within a reasonable time.

16. Architectural Control Committee. The Architectural Control Committee shall consist of three members to be selected by the DEVELOPER. Any communication to the Committee shall be addressed to Architectural Control Committee, Natural Estates, Inc., 1250 North Highway 89, East Layton, Utah 84041, unless the address is changed by written notice to the lot owners from the DEVELOPER or the Committee. Upon failure of the DEVELOPER to fill any vacancy in the Committee, the remaining two members of the Committee may do so. The DEVELOPER may in its sole discretion remove members from the Committee and fill vacancies. Said rights of appointment and removal shall, however, be subject to the rights of the then record owners of a majority of the lots, through a duly recorded written instrument, to change at any time the membership of the Committee or to withdraw from the Committee or to restore to it any of its powers and duties, except that the Committee shall always have one member selected by the DEVELOPER if the DEVELOPER so desires. A majority of the Committee may designate

a representative to act for it. Neither the members of the Committee nor its designated representatives shall be entitled to any compensation for services performed under this Declaration.

The Committee's approval or disapproval as required in these covenants and conditions shall be in writing. In the event the Committee, or its designated representative, fail 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 before completion, approval will not be required and the related covenants shall be deemed to have been fully complied with.

17. 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 forty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten 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.

18. 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.

19. 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.

Paul F. Walton

PAUL F. WALTON, President
Natural Estates, Inc.

STATE OF UTAH)
 : ss
COUNTY OF DAVIS)

On this 9th day of April, 1976, personally appeared before me Paul F. Walton, who being by me duly sworn did say that he is the president of Natural Estates, Inc. and that the above instrument was signed in behalf of said Corporation by authority of a resolution of its Board of Directors and said Paul F. Walton acknowledged to me that said Corporation executed the same.

My Commission Expires:
7-17-76

James A. McGuire

NOTARY PUBLIC
Residing at: Taylor, Utah