

452697

Gailey Subdivision Plat A

KNOW ALL MEN BY THESE PRESENTS: That whereas Dadola Inc, hereinafter referred to as owner, holds fee simple title to certain lands situated in Kaysville, Davis County, Utah; and

WHEREAS, the Owner has subdivided the said real property and a subdivision plat thereof is recorded in the Davis County Recorder's office, Farmington, Utah, and is known and referred to as Gailey Subdivision; and

WHEREAS, the Owner is desirous of creating certain protective covenants and building restrictions upon the said property for the purpose of restricting and governing the use of said lots in the subdivision for the protection of themselves and future owners;

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained and in consideration of the purchase of any lot or lots within the aforesaid subdivision at any time hereafter, I, the aforementioned Owner, hereby establish and create these protective covenants and restrictions and make them applicable to all the lots in the above mentioned Gailey Subdivision Plat A and we hereby covenant and agree as follows:

1. All lots in Gailey Subdivision Plat A shall be known as and described as residential lots. No structure shall be erected, altered or placed or permitted to remain on any residential building lot other than single family dwellings and not to exceed two stories in height.

2. No building shall be located on any lot nearer than 30 feet to the front lot line or nearer than 8 feet to any side lot line; provided however, that buildings located on a corner lot shall be set back at least 20 feet from the side street line.

3. The minimum frontage of any lot shall be 80 feet and each lot shall contain a minimum of 8,500 square feet.

4. The ground floor area of any one story building shall contain a minimum of 1100 square feet exclusive of a two car garage. All homes will be built to include a minimum of a two car garage.

5. All dwellings shall be constructed of new materials and may be all brick or brick-stucco or, brick-wood combinations but at least 65% must be brick. All dwellings shall be constructed of new materials; and no trailer, basement, tent, shack or barn or other outbuildings erected in the tract shall be used as a residence, temporary or permanent, nor shall any structure of a temporary nature be used as a residence.

Recorded at request of Don M. Margulies, at 3:11 P.M. MARGULIES TO B.L.E. Recorder Davis County  
Date JAN 25 1977  
BY [Signature]  
ms Paid 4.00  
Page 837  
Book 633

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746 70, 2500

6. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Trailers, trucks, campers, boats and all types of accessory equipment are permitted to be stored or repaired only in garages or behind the front line extended of the garage. All lots whether built upon or not will have the front half of the lot landscaped or cultivated to be kept free of weeds so as not to detract from the neighborhood area within 18 months from the date of purchase.

7. All plans and specifications must be approved by the following committee prior to starting construction. Committee members are Don S. Milligan, David Van Drimmelen, and Alice Telford.

8. These covenants are to run with the land and shall be binding on all parties hereto and all persons claiming under them until January 1, 1995, and at which time said covenants shall be automatically extended for successive periods of 10 years unless by vote of a majority of the then owners of the lots it is agreed to nullify or change said covenants in whole or in part.

9. 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 to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and whither to prevent him or them from so doing, or to recover damages for such violation.

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

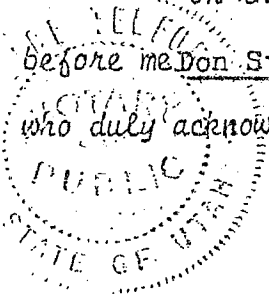
WITNESS the hands of the party hereto the 8<sup>th</sup> day of Aug A.D. 1975

*Don Stephen Milligan*  
President Pacific Inc.

839

STATE OF UTAH )  
                  ) ss.  
COUNTY OF DAVIS

On the 8<sup>th</sup> day of August A.D. 1975, personally appeared  
before me Don Stephen Milligan the signer of the foregoing Restrictive Covenants  
who duly acknowledged to me that he executed the same.



*Celia T. Ford*  
\_\_\_\_\_  
Notary Public

My commission expires: 6-1-77