

456984

139

WHEREAS, LAMAX, INC., a Utah corporation (hereinafter referred to as "Developer") is the owner of the following described real property located in Davis County, State of Utah:

Lots 1 through 23, inclusive of GREEN MOUNTAIN ESTATES, a subdivision, according to the official plat thereof recorded as Entry No. 455263 in Book 638, Page 206, in the office of the County Recorder of Davis County.

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 of the lots in the subdivision and the future owners of these 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.

It has long been the desire of the Developer that Green Mountain Estates should protect and maintain, as near as possible, the rural environment of this land. Therefore, it is intended that the natural foliage should not be disturbed unless necessary. For this reason sidewalk is not planned for the development. Contractors and owners responsible for excavations should take special precautions so as not to disturb natural landscape.

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 for not more than three cars. No dwelling shall be erected, placed or permitted to remain on any lot that does not have attached to it a private garage for at least two cars. No haul-on structures of any type shall be allowed.

2. Architectural Control. 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 in the front of the residential structure on said lot,

recorded at request of *Buckman Abstract* Date *MAR 23 1977* Fee Paid \$ *4.00* at *9 40 A.M. MARGUERITE S. BOURNE* Recorder Davis County by *Marguerite S. Bourne* Deputy Book *641* Page *139*

Plotted  Abstracted  Indexed  Entered   
Compared

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.

3. Dwelling Quality and Size. The ground floor area of the main structure, exclusive of garage, ~~carport~~ and any one-story open porches, shall be not less than 1,400 square feet for a one-story dwelling, nor less than 1,200 square feet for a two-story dwelling. In a split-level dwelling the combined area of the single level and each of the two levels in the adjoining two story portion of the dwelling, exclusive of garage, and any one-story open porches, shall total not less than 1,800 square feet. 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. Homes shall be at least three-fourths masonry construction.

4. Setback Lines. Must comply to the specifications of Fruit Heights City.

5. Easements. 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 material 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.

6. Drainage. No lot shall be graded and no structure or other obstacle shall be erected, placed or permitted to remain thereon in such way as to interfere with the established drainage pattern over the lot to and from adjoining land, or, in the event it becomes necessary to change the established drainage pattern over a lot, adequate provision shall be made for proper drainage. Any fence or wall erected along side or rear property lines on any lot shall contain "weep holes" or be otherwise constructed so as not to prevent the flow of surface water from adjoining land where such flow is in accord with the established drainage.

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 a nuisance to the neighborhood.

8. Use of Other Structures as Residence. No trailer, basement, tent, shack, garage, barn or other outbuilding or any structure of a temporary character 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 sign of not more than 5 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. Animals. 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 do not become an annoyance to the neighborhood.

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 equivalent for the storage or disposal of such material shall be kept in a clean and sanitary condition.

12. Excavations and Completing Improvements. No excavation shall be made on any lot except in connection with erection, alteration or repair, of a dwelling or other improvement thereon. When an excavation or 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.

13. Term of Restrictions. These restrictions are to run with the land permanently except that they may be changed, cancelled or added to in whole or in part by a duly recorded instrument signed by the then owners of record of a majority of the lots.

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

THIS DECLARATION is made this 10<sup>TH</sup> day of MARCH, 1977.

LAMAX, INC.

By Max K Green

STATE OF UTAH )  
                  ) <sup>ss</sup>  
County of Davis)

On the 10<sup>TH</sup> day of MARCH, 1977, personally appeared before me MAX K GREEN, who being by me duly sworn did say that he is the PRESIDENT of LAMAX, INC., and that the within instrument was signed on behalf of said corporation by authority of a resolution of its board of directors and he duly acknowledged to me that said corporation executed the same.

Gary A Sargent  
NOTARY PUBLIC

My commission expires: 1/4/79  
Residing at Fruit Heights, Utah.