

BUILDING RESTRICTIONS
GRANADA HILLS NO. 2
Recorded September 16, 1977
Book 669 Page 29
Entry No. 473105

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, owner of the following described real property in Davis County, Utah:

All of Lots One (1) through Thirty-One (31) inclusive, in GRANADA HILLS NO. 2, according to the official plat on file in the office of the County Recorder,

hereby DECLARE that all and each of said lots above described shall be subject to and shall be conveyed subject to the RESERVATIONS, RESTRICTIONS and COVENANTS hereinafter set forth:

(a)

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 one-family dwellings not to exceed two stories in height and a private garage for not more than three cars.

(b)

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 the quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation.

(c)

The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1,600 square feet for a one story dwelling, nor less than 1,250 square feet for a dwelling of more than one story.

(d)

No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. All building shall conform to county setback requirements. For the purposes of this covenants, eaves, steps and open porches shall not be considered as 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.

(e)

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear seven 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, or which may obstruct or retard the flow of water through 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 a public authority or utility company is responsible.

(f)

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or 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 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 use.

(g)

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

(h)

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.

(i)

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 owners premises or on leash under handler's control.

(j)

No lot shall be used or maintained as a dumping ground for rubbish. Trash garbage or other waste shall not be kept except in sanitzry 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.

(k)

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 property lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

(l)

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.

(m)

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.

(n)

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 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.

(o)

ARCHITECTURAL CONTROL COMMITTEE. 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 of the committee shall have full authority to select 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 after five years from recording date, 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. The Architectural Control Committee is composed of William L. Smith, Sr., William L. Smith, Jr. and Loren W. Ferre.

(p)

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.

(q)

GENERAL PROVISIONS. Those 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 time they are recorded and will automatically be renewed every 10 years until 85% of the property owners vote otherwise.

(r)

Violation of any of the restrictions, conditions, covenants or agreements herein contained shall give the undersigned, its successors and assigns, the right to enter upon the property upon or as to which said violation or breach exists, and to summarily abate and remove at the expense of the owners, any erection, thing, or condition that may be or exist thereon contrary to the provisions hereof, without being deemed guilty or trespass. The result of every action or omission whereby a restriction, covenant, or agreement a nuisance and every remedy allowed by law against a nuisance, either public or private, shall be applicable against such result. Such remedy shall be deemed cumulative and not exclusive.

(s)

All purchasers of property described above shall be acceptancy of contracts or deeds for every lot or lots shown therein, or any portion thereof, thereby be conclusively demed to have consented and agreed to all restrictions, condition, covenants and agreements set forth.

(t)

It is expressly agreed that in any event any covenant or condition or restriction herein before contained, or any portion thereof, is held invalid or viod, such invalidity or voidness shall in no way effect any valid covenant condition or restriction.