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-TO-  
WHOM IT MAY CONCERN

663

DECLARATION OF PROTECTIVE COVENANTS  
AGREEMENTS, RESTRICTIONS AND CONDITIONS  
AFFECTING THE REAL PROPERTY KNOWN AS  
FARMINGTON ORCHARDS SUBDIVISION NO. 1

Entry No.  
Recorded MAR 13 1980  
Book Page  
Dated

PART A. PREAMBLE

WHEREAS, the undersigned is the legal and beneficial owner of a certain tract of land situated in the City of Farmington, Davis County, State of Utah, described as FARMINGTON ORCHARDS SUBDIVISION NO. 1.

WHEREAS, the undersigned is about to sell the property described heretofore, which it desires to subject, pursuant to a general plan of improvement, to certain restrictions, conditions, covenants and agreements between itself and the several purchasers of said property and between the several purchasers of said property themselves as hereinafter set forth:

NOW, THEREFORE, the undersigned declares that the property described heretofore is held and shall be sold, conveyed, leased, occupied, resident upon, hypothecated and held subject to the following restrictions, conditions, covenants and agreements between itself and the several owners and purchasers of said property as between themselves and their heirs, successors and assigns:

PART B. AREA OF APPLICATION

B-1. FULLY-PROTECTED RESIDENTIAL AREA. The Residential Area Covenants in Part C in their entirety shall apply to all lots 1 through 78, Farmington Orchards Subdivision No. 1, in Farmington City, Davis County, Utah.

PART C. RESIDENTIAL AREA COVENANTS

C-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 less than two cars, but not more than three cars. All land use and buildings shall be in compliance with all zoning and land use ordinances and regulations of the municipalities and agencies governing the subdivision land use and buildings, and all landscaping, grading and drainage of the land in each owner's lot shall be completed so as to comply with all flood control requirements of the subdivision and the individual lots therein. All construction to be of new materials except that used brick may be used with prior written approval of the Architectural Control Committee.

C-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

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quality of workmanship and materials, harmony of the 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 D.

C-3. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$60,000 exclusive of the lot, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants 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 1500 square feet for a one-story dwelling, nor less than 1000 square feet for a dwelling of more than one story. For the purposes of these covenants, the basement area shall in no event be considered a story.

C-4. BUILDING LOCATION.

(a) No building shall be located on any lot nearer than 30 feet to the front line, or nearer than 20 feet to any side street line. No building shall be located nearer than 10 feet to an interior lot line, except that a 3 feet side yard shall be required for a detached garage or other permitted detached accessory building located 45 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 30 feet to the rear lot line. The total width of the two required side yards shall not be less than 24 feet.

(b) On any lot where a dwelling is to be erected with an attached garage containing a sufficient number of parking spaces to meet the requirements of this Ordinance, the rear yard may be reduced to fifteen (15) feet; and, for the interior lot, the width of the larger of the two side yards may be reduced to equal the required width of the smaller side yard, provided such garage has a side yard equal to the minimum side yard required for a dwelling in the same area. No accessory or outbuilding shall be located to encroach upon any easements.

(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.

C-5. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 70 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 8,000 square feet, except that a dwelling may be erected or placed on all lots as shown on the recorded plat provided that front, side and rear setbacks required above are complied with.

C-6. EASEMENTS. Easements for installation and maintenance of Utilities and drainage facilities are reserved 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 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 the 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.

C-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. All recreational vehicles shall be parked off the street and screened from view from the street at the set-back line of the residence. Recreational vehicles shall not be parked overnight on the street nor in driveways in front of the residence set-back line, but shall be allowed to remain over-night on the property above described only if housed in a garage or screened from the street from behind the set-back line of the residence. Failure to comply with provisions hereof shall constitute a nuisance.

C-8. TEMPORARY STRUCTURES. No structure of a temporary character trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at anytime as a residence either temporarily or permanently. All buildings to be of new construction.

C-9. PRIVATE RESIDENT: MOVING OF STRUCTURES: Said premises shall be used for private residence purposes only, except as hereinafter set forth and no structure of any kind shall be moved from any other prior residence upon said premises, nor shall any incomplete building be permitted to remain incompleated for a period in excess of one (1) year from the date the building was started unless approved by the Architectural Supervising Committee.

C-10. 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 sale period, and two signs on the subdivision of not more than one-hundred thirty square feet advertising the subdivision during the construction and sales period.

C-11. 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.

C-12. 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.

C-13. 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 a sanitary container. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

C-14. WALL, FENCE, OR HEDGE MAY BE MAINTAINED.

(a) No fence, wall, hedge, or other similar structure shall be erected in any required front yard in any Residential Zone to a height in excess of four (4) feet; nor shall any fence or other similar structure be erected in any side or rear yard to an excess of six (6) feet, except that this restriction shall not apply to natural vegetation used for any side or rear yard.

(b) On corner lots, no fence, wall, hedge, or other similar structure shall be erected in any yard bordering a street or front yard of an adjoining lot to a height in excess of four (4) feet except where the provisions of Section 11-4-5.2 of the Farmington City Code shall apply.

(c) The provisions of this section shall not apply to fences required by State Law to surround and enclose public utility installments and public schools.

(d) Where a retaining wall protects a cut below the natural grade, and is located on the line separating lots, such retaining wall may be topped by a fence, wall or hedge of the same height that would otherwise be permitted at the location if no retaining wall existed. Where a retaining wall contains a fill, the height of the retaining wall built to retain the fill shall be considered as contributing to the permissible height of a fence, solid wall or hedge, providing that in any event a protective fence or wall not more than forty-eight (48) inches in height may be erected at the top of the retaining wall. Above provisions shall comply with requirements of Section 11-4-5.2 Farmington City Code.

C-15. 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 low 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 area of each lot and all improvements in them shall be maintained continuously by the owner of the lot, excepting those improvements for which a public authority or utility company is responsible. It shall be the responsibility of the owner to see that his lot conforms with and continues to conform with any established Grading and Drainage Plan that has previously been designed by the developer and is attached hereto.

#### PART D. ARCHITECTURAL CONTROL COMMITTEE

D-1. MEMBERSHIP. The Architectural Control Committee is composed of Vernon E. Cooley, 1544 Yale Avenue, Salt Lake City, Utah; Richard W. Moffat, 1515 South Preston, Salt Lake City, Utah; and George Ivory, 2078 Keller Lane, Salt Lake City, Utah. 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.

D-2. PROCEDURE. 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 thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

#### PART E. GENERAL PROVISIONS

E-1. 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 (40) from the date these covenants are recorded, after which said covenants shall be automatically extended for successive periods of ten years (10) 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.

E-2. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages.

E-3. 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.

E-4. AMENDMENTS. These covenants may be amended or renewed upon written approval of at least two-thirds (2/3) of the owners of lots within the protected area. Each owner is entitled to one vote for each lot owned in said protected area.

IVORY and COMPANY, A UTAH LIMITED  
PARTNERSHIP

STATE OF UTAH     )  
                              : SS.  
County of Salt Lake    )

By *Vernon E. Cooley*  
General Partner

On the 12 day of March, 19 80, personally appeared before me Vernon E. Cooley, who being by me duly sworn did say that he is a General Partner of IVORY AND COMPANY, a Utah Limited Partnership, and that the foregoing instrument was signed in behalf of said Limited Partnership by authority of the Limited Partnership Agreement, and said Vernon E. Cooley acknowledged to me that said Limited Partnership executed the same.

*Phyllis Trumble*  
Notary Public

My commission expires 1-18-81 Residing in Salt Lake City