

BOOK 1079

RECORDED AT REQUEST OF
UTAH TITLE CO.

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DAVIS COUNTY RECORDER
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DECLARATION OF BUILDING AND USE RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, THE UNDERSIGNED, BEING THE OWNERS OF THE FOLLOWING DESCRIBED REAL PROPERTY LOCATED IN THE CITY OF SOUTH WESTER, COUNTY OF DAVIS, AND STATE OF UTAH, TO WIT:

Lots 1 to 10 inclusive, Deer Run Estates, Phase III; according to the plat thereof, as recorded in the office of the County Recorder of said County.

Calvin Waters and Sons, Inc. a Utah Corporation, do hereby delineate the nature of the use and enjoyment of all lots in said subdivision and do declare that all conveyances of said lots shall be made subject to the following conditions, restrictions and stipulations:
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. 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. All construction to be of new materials, except that used brick may be used with prior written approval of the Architectural Control Committee.

2. **ARCHITECTURAL CONTROL.** No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a location of the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, design of external design with existing structures, and as to location with respect to topography and finish grade elevation. Approval shall be given in part as follows:

3. **MINIMUM COST, QUALITY AND SIZE.** No dwelling shall be permitted on a lot of less than \$45,000, exclusive of lot, based upon cost of construction on the date these covenants are recorded, it being the purpose of the covenants to assure that all dwellings shall be of 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 building area. The main floor area of the main structure, exclusive of porches, open porches and garage, shall be not less than 1100 square feet. A 1-story house will be permitted in a 1400 Sq. Ft. house. A 2-story house shall have a minimum combination of 1800 Sq. Ft. Unless special approval is granted by the Architectural Control Committee there will be no windows set on the front of the dwelling (500 brick).

4. **SCREENING REQUIREMENT.** Screening to be located on lot according to requirements of the requirements.

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5. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 80 feet at the front building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 1200 square feet. Except that a dwelling may be erected or placed on all corner and cul-de-sac lots as shown on the recorded plat, provided that the above yard clearances are maintained.

6. EASEMENT. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 15 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 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 automobiles, trailers, boats, or other vehicles are to be stored on streets or front or 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 outbuildings shall be used on any lot at any time as a residence either temporarily or permanently. No mobile homes are permitted.

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, live stock, 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 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.

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12. SIGHT DISTANCE AT INTERSECTION. 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 lines or in case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

13. 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.

14. 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.

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 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.

Part C ARCHITECTURAL CONTROL COMMITTEE

16. The Architectural Control Committee is composed of: Calvin Waters, Bonnie Waters and Eugene Waters. Any communication to the committee shall be addressed to Architectural Control Committee, c/o Calvin Waters & Son, Inc., 1414 East South Weber Drive, South Weber, Utah, 84405, unless the address is changed by written notice to the lot owners from 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 of the committee and fill vacancies. Said rights of appointment and removal shall, however, be subject to the right 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.

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, fails to prove or disapprove within 30 days after plans and specifications have been submitted to it, or in an 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.

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PART D. GENERAL PROVISIONS.

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 ten 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.

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

3. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

4. AMENDMENT. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them unless an instrument signed by seventy-five percent of the then owners of the lots has been recorded, agreeing to change said covenants.

WITNES:

Calvin Waters

Calvin Waters and Sons, Inc.
By: Calvin Waters, PRESIDENT

Georgia Waters

Georgia Waters Secretary

COUNTY OF UTAH)

CITY OF DAVIS)

On the 20th day of March, 1986, personally appeared before me, Calvin Waters, who, being by me duly sworn did say, that he, the said Calvin Waters, is the President of Calvin Waters and Sons, Inc. and that the within and foregoing instrument was signed in behalf of said corporation, by authority of a resolution of its Board of Directors and the said Calvin Waters duly acknowledged to me that the said Corporation executed the same.

In witness whereof, I have herunto set my hand and affixed my Official Seal this 20th day of March, 1986.



Jim C. Morris
Notary Public

Residing in Bountiful Utah
My commission expires 12-30-87

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