

1<sup>st</sup> 36 Pilly Green

BOOK 1040

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RECORDED AT REQUEST OF

*Monte J. Brough*

1985 JUN 27 AM 11:10

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DAVIS COUNTY RECORDER

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The Protective Covenants of PILLY GREEN, dated \_\_\_\_\_, executed by Jalcoba Family Limited Partnership and Monte J. Brough, General Partner, recorded \_\_\_\_\_, as Entry No. \_\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_ of Official Records, are as follows:

1. 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 one and two stories in heights and must have a private garage for two (2), but not more than three (3), cars. Open carports not permitted. These provisions can be exceeded in the case of lots exceeding one (1) acre, to also include small barns and out buildings.

2. 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 quality of workmanship and materials, harmony of external design with existing structures and as to locations with respect to topography and finish grade elevation and to meet Fruit Heights City Requirements. 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.

The Architectural Control Committee is composed of James H. Brough, Monte J. Brough and Lanette Brough. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member or the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, not 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.-

3. No dwelling shall be permitted on any lot at a cost of less than \$55,000.00, based upon the cost levels prevailing on the date of these covenants, it being the intention and purpose of the covenant 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 open porches and garages, shall be not less than 1200 square feet for a one story or one and one-half story dwelling, and not less than 1800 square feet (main and second floor area) for a full two-story building. Main floor exterior wall surface must be constructed with not less than 25% rock or brick (4" thick) masonry veneer. All homes to be new construction with no existing homes to be moved in. All homes to be completed within one year after beginning construction.

4. No building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 20 feet to any side street line. No building shall be located nearer than 10 feet to any interior lot line. The minimum distance from the main building to the rear lot line shall be 15 feet. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of building, provided, however, that this shall not be construed to permit any portion of building on a lot to encroach upon another lot. A detached garage or other permitted accessory building may be located next to a side lot line in accordance with the Fruit Heights City Zoning Ordinance.

5. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five 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 or utilities, or which may change the direction of flow of 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.

6. No lot shall be resubdivided into, nor shall any dwelling be erected or placed on any lot having a width of less than 90 feet at the minimum building setback line or an area of less than 12,000 square feet.

*Brough Realty  
4977th Main, Kayo.*

7. Easements for installation and maintenance of utilities and drainage facilities are reserved over the rear five feet of each lot as shown on plat.

8. 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 including allowing dogs to run at large or create a disturbance by barking or otherwise.

9. 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.

10. 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.

11. No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall 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.

12. No fence, wall, hedge or shrub planting which obstructs sign 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 the case of a rounded property corner 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 street 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. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for commercial purposes unless keeping animals is allowed by Fruit Heights City Ordinances.

14. These covenants are to run with the land and shall be binding on all persons and parties claiming under them.

15. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damage.

16. 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.

17. The parking area between the sidewalk and the curb not to be filled in with cement, gravel, hardtop, or other similar materials and must be planted with grass, trees, shrubs, lawn cover or other growing plant life.

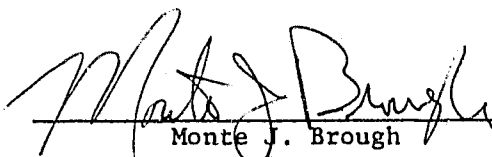
18. There will be no storage or permanent parking of campers, boats, snowmobiles, motorcycles or any other recreational vehicles in the area between the front street and the setback line of the dwelling the same is true on corner lots with the area between the street and the side setback line of the house.

19. No resident shall allow dogs to run at large or to bark, whine or howl in such a manner as to create a nuisance or annoy surrounding neighbors or to do any other thing causing such nuisance or annoyance.

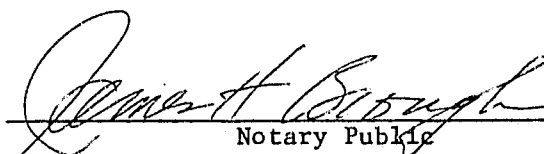
20. No structure of a temporary or permanent character relating to electronic or radio equipment other than any normal radio or television antenna shall be allowed on any property and large towers or radio or television antennas such as used by ham radio operators are prohibited unless approved in advance by the architectural committee.

Dated this 25th day of June, 1985.

STATE OF UTAH     )  
                          ) ss.  
COUNTY OF DAVIS )

  
\_\_\_\_\_  
Monte J. Brough  
General Partner  
Jalcoba Family Limited Partnership

On the 25th of June 1985, personally appeared before me  
Monte J. Brough, who being by me duly sworn, says that  
he is authorized to release the above as stated by reason of ownership  
or by reason of being an officer in a corporation owning the property  
or by reason of being the general partner in the limited partnership  
owning the property and having the authority to sign for such partnership.

  
\_\_\_\_\_  
Notary Public

Residing at: Kaysville, Utah  
Commision Expires: Feb. 1, 1987