

BOOK 1095

0741004

FIRST AMENDMENT **132**

PAGE       

EN   10   AB       

RECORDED AT REQUEST OF  
*Alda Smith Laney* 1-

1986 JUN 19 AM 10:58

CAROL DEAN PAGE  
DAVIS COUNTY RECORDER  
DEPUTY *[Signature]* FEE 14.50

PROTECTIVE COVENANTS, AGREEMENTS, RESTRICTIONS AND CONDITIONS

*Alda Verda C - All*  
*Alda Verda B - 14*

To Whom It May Concern:

WHEREAS, Alda Laney, one of the undersigned, heretofore subjected the real property described herein to various protective covenants, agreements, restriction and conditions in a document dated September 13, 1985; and

WHEREAS, said document provided for amendment by the owners of two-thirds of the lots described therein; and

WHEREAS, the undersigned are the owners of two-thirds of the lots described therein and now desire to amend said document.

NOW, THEREFORE, in consideration of the promises, conditions, covenants contained herein said document is amended and restated as follows:

" DECLARATION OF PROTECTIVE COVENANTS, AGREEMENTS, RESTRICTIONS AND CONDITIONS AFFECTING THE REAL PROPERTY KNOWN AS ALDA VERDA SUBDIVISION PLAT C LOTS 1,2,3,4,5,6 and 7 AND ALDA VERDA SUBDIVISION PLAT B LOT 14.

PART A. PREAMBLE

WHEREAS, the undersigned is the legal and beneficial owner of a certain track of land situated in Davis County, State of Utah, described as LOTS 1, 2, 3, 4, 5, 6 AND 7 ALDA VERDA SUBDIVISION PLAT C AND LOT 14 ALDA VERDA SUBDIVISION PLAT B.

WHEREAS, the undersigned is about to sell the property described heretofore, which she desires to subject, pursuant to a general plan of improvement, to certain restrictions, conditions, covenants and agreements between herself 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, resided upon, hypothecated and held subject to the following restrictions, conditions, covenants and agreements

01-030-0017-0021-  
0018-0022-  
0019-0023-  
0020-  
0015-

*Returned*

JUN 19 1986

*14.50*

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 LOTS 1, 2, 3, 4, 5, 6 and 7 ALDA VERDA SUBDIVISION PLAT C AND LOT 14 ALDA VERDA SUBDIVISION PLAT B.

#### PART C. RESIDENTIAL AREA COVENANTS

C-1. LAND USE AND BUILDING TYPE. (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 single-family dwelling not to exceed two stories in height and an attached garage for not more than three cars. (b) All land use and buildings shall be in compliance with all zoning and land use ordinances and regulations of the municipalities and agencies governing subdivision land use and building and all landscaping, grading and drainage of the land in each owners lot shall be completed so as to comply with flood control requirements of the subdivision and the individual lots therein. (c) 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 quality of workmanship and materials, harmony of 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 \$65,000 exclusive of the lot, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the 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 one-story open porches and garages, shall be not less than 1,400 square feet for a one-story dwelling, nor less than 1,200 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 25 feet to the front lot line, or nearer than 20 feet to any side street line.

(b) No building shall be located nearer than 8 feet to an interior lot line with both side yards totaling not less than 18 feet, except that no side yard shall be required for a permitted accessory building located 50 feet or more from the building setback line. No dwelling shall be located on any interior lot nearer than 20 feet to the rear lot line. No accessory or outbuildings shall be located to encroach upon any easements.

(c) For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall be construed to permit any portion of a building, on a lot to encroach upon another lot.

#### C-5. EASEMENTS.

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, obstruct or interfere with the installation and 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.

C-6. 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 recreation vehicles shall be parked off the street. 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. No trucks larger than a pickup shall be parked on the street except for providing service or maintenance to the houses built on the lots or for construction of houses on the lots. Failure to comply with provisions hereof shall constitute a nuisance.

C-7. RETAINING WALLS. An owner of a lot who cuts away or cuts into the slope of a hillside or causes the same to happen shall immediately thereafter construct a retaining

wall or structure to hold and stabilize the said hillside. Said retaining wall or structure shall comply with governmental regulations.

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 any time as a residence either temporarily or permanently. All buildings to be of new construction.

C-9. PRIVATE RESIDENCE: MOVING OF STRUCTURE: 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 incomplete for a period in excess of 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 profession 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 building to advertise the property during the construction and sales period, and one sign at the entrance of the subdivision of not more than thirty-five square feet advertising the subdivision during the construction and sales period.

C-11. 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-12. DAMAGE. Lot owners shall be responsible for any damage incurred by their contractors to the lots described herein, to dedicated improvements or to utility installations. Should damage occur, a lot owner responsible therefor shall immediately repair the damage. During construction special care shall be exercised to insure that other lots and trees or oak brush thereon are not damaged or removed. Dirt or other materials shall not be piled thereon and vehicles or equipment shall not go thereon without written consent of the owner thereof.

C-13. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish, cement or any other waste or refuse. Any waste, garbage, trash, cement or building materials which shall become placed on a lot not owned by a party subject to this agreement or by any contractor, employee, worker or company engaged by such party shall be immediately removed by said party. 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.

C-14. DRAINAGE. Natural drainage flows shall not be altered in such manner which would create loss or destruction to other lot owners.

PART D. ARCHITECTURAL CONTROL COMMITTEE

D-1. MEMBERSHIP. The Architectural Control Committee is composed of ALDA SMITH LANEY 3189 South 200 East, Bountiful, Utah, REED L. SMITH 2878 South Davis Blvd., Bountiful, Utah, VERNAL JAY SMITH 3252 South 200 East, Bountiful, 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 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 have 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 covenant 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. "

IN WITNESS WHEREOF, THIS AMENDMENT IS EXECUTED THIS 13 DAY OF June, 1986.

Alda Smith Laney  
ALDA SMITH LANEY

Reed L. Smith  
REED L. SMITH

STATE OF UTAH )  
                  ) ss.  
COUNTY OF DAVIS )

On the 13 day of June, 1986, personally appeared before me Alda Laney also known as Alda L. Smith the signor of the foregoing instrument, who duly acknowledged to me that she executed the same.

Loren W. Smith  
Notary Public  
Residing at: Liberty 84014

3-21-90  
Commission Expires:

STATE OF UTAH )  
                  ) ss.  
COUNTY OF DAVIS )

On the 13 day of June, 1986, personally appeared before me Reed L. Smith the signor of the foregoing instrument, who duly acknowledged to me that he executed the same.

Loren W. Smith  
Notary Public  
Residing at: Liberty 84014

Commission Expires:  
3-21-90

I have read the PROTECTIVE COVENANTS, AGREEMENTS, RESTRICTIONS AND CONDITIONS of the ALDA VERDA Subdivision Plat "C" and I agree to comply with them.

---