

PROTECTIVE COVENANTS
IRFRED PARK SUBDIVISION
DAVIS COUNTY, UTAH
DATED: FEBRUARY 1, 1947
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PROTECTIVE COVENANTS

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To

Dated: February 1, 1947

Whom It May Concern,

Whereas, Irvin S. Noell and Lillian N. Bangarter are the owners of all the Lots in the certain subdivision known as "Irfree Park", a subdivision of part of Section 1, Township 1 North, Range 1 West, and Section 36, Township 2 North, Range 1 West, Salt Lake Meridian, and,

Whereas, the said owners are desirous of subdividing this tract for residential lots and of creating certain Protective Covenants and Building Restrictions upon the above described property for the purpose of restricting and governing the use of the said subdivision for the protection of future owners,

Now therefore, the said owners, Irvin S. Noall and Lillian N. Bangarter hereby declare and agree that the following restrictions are hereby created and declared to be covenants running with the title and land, and each and every part thereof, and the said owners hereby declare that the aforesaid property, described above, is to be held and shall be conveyed subject to the following reservations, restrictions and covenants hereinafter set forth.

The covenants and restrictions are to run with the land and all persons and corporations who now own or shall hereafter acquire any interest in any of the above described property shall be taken and held to agree and covenant with the owners of the other lots in the said subdivision and with their heirs, successors, and assigns to conform to, and observe the following covenants and restrictions and stipulations as to the use thereof and construction of residences and improvements thereon.

These covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until April 1, 1957 at which time said covenants shall be automatically extended for successive periods of 10 years unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

If the parties herebet...

If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the Covenants herein, it shall be lawful for any other person or persons owning any real property situated in, said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such Covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

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.

A. All lots in the tract, except lots 2 and 7 Block; 19 Block 2; 14 Bl. 4 and 32 Block 6, shall be known and described as residential lots; No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single or two family dwelling not to exceed two stories in height, and a private garage for not more than three cars, and one chicken coop or barn, which barn and coop together shall not exceed 22 feet in height, 30 feet in width and 60 feet in length, and which chicken coop and barn shall not be located nearer to the front property line than 100 feet, nor nearer a side street than 50 feet, not nearer to side property lines than 15 feet.

B. No building shall be erected, placed, or altered on any building plot in this subdivision until the building plans, specifications, and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of the Directors of the Irfred Park Water Company, or by a representative designated by a majority of the members of said board. In the event of death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this Covenant will be deemed to have been fully complied with. Neither the members of such committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this Covenant. No building shall be located on any residential building plot nearer than 35 feet to the front lot line, nor nearer than 15 feet to any side street line. No building, except a detached garage or other out-building located 70 feet or more from the front lot line, shall be located nearer than 5 feet to any side lot line.

D. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 11,000 square feet and a width of less than 68 feet at the front building set-back line, except lots 14 Bl 4, and 2 Bl 5.

E. No noxious or offensive trade or 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.

F. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently nor shall any structure of a temporary character be used as a residence, except during the period of construction of a residence; and in no event for a period greater than one year.

G. No dwelling costing less than \$5000.00 shall be permitted on any lot in the tract. The ground floor area of the main structure exclusive of one-story open porches and garages shall be not less than 300 square feet in the case of one-story structure nor less than 700 square feet in the case of a one and one-half or two story structure.

H. An easement is reserved over the rear 5 feet of each lot and in Bl 1 and across rear of lots 5 and 6 for power line only between lots 1 and 2, 2 and 3, 5 and 6, 8 and 9; in Bl 2 between lots 10 and 11, 12 and 13, 14 and 15, 18 and 19; in Bl 3 between lots 1 and 2, 3 and 4, 5 and 6, 6 and 7; in Bl 4 between lots 1 and 2, 2 and 3, 3 and 4, 8 and 9, 10 and 11, 12 and 13; in Bl 5 between lots 7 and 8, and across the rear of lot 9 for power line only; in Bl 6 between lots 1 and 2, 3 and 4, 7 and 8, 9 and 10, 18 and 19, 20 and 21, 25 and 26, 27 and 28, 31 and 32 and across the rear of lots 5 and 26 for power line only; for utility installation and maintenance and for irrigation and/or drainage ditches.

I. Until such time as a sanitary sewer system shall have been constructed to serve this subdivision, a sewage disposal system constructed in accordance with the requirements of the State Board of Health shall be installed to serve each dwelling. The effluent from septic tanks shall not be permitted to discharge into a stream, storm cover, open ditch or drain, unless it has been first passed through an absorption field approved by the health authority.

J. No persons of any race other than the Caucasian race shall use or occupy any of the above described property except that this Covenant shall not prevent occupancy by domestic servants of a different race domiciled with an owner or tenant.

K. Nothing herein shall prohibit the construction and maintenance of coops for fowls or barns for the use of cows and horses, which barns and coops shall otherwise comply with restrictions heretofore set forth in Paragraph "A".

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