

PROTECTIVE COVENANTS
ORCHARD PARK SUBDIVISION
DAVIS COUNTY, UTAH
DATED: JANUARY 29, 1958
RECORDED: JANUARY 30, 1958
BOOK: 136 PAGE: 635
INSTRUMENT NO. 173849

P R O T E C T I V E C O V E N A N T S
ORCHARD PARK SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, owners of the following described real property situated in Davis County, State of Utah, to-wit:

All of Lots 1 to 23, inclusive, ORCHARD PARK SUBDIVISION, a subdivision of part of the Southeast Quarter of Section 30, and part of the Southwest quarter of Section 29, Township 2 North, Range 1 East, Salt Lake Base and Meridian, in the City of Bountiful, County of Davis, State of Utah, according to the official plat thereof, on file and of record in the office of the County Recorder of said County.

hereby DECLARE that all and each of said lots above described is and shall be subject to the Reservations, restrictions and Covenants hereinafter set forth.

1. All lots in the tract shall be known and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than one single family dwelling, and a private garage for not more than two cars, EXCEPT, Lots 1 and 23, which may be used for two family dwelling.

2. The ground floor area of the main structure, exclusive of open porches, and garage shall not be less than 900 square feet. All dwellings shall be constructed of new materials and no building may be constructed or moved onto any lot until owners of such dwelling plans and/or structure have the written approval from the Architectural Control Committee.

3. No building shall be located on any residential building plot nearer than 25 feet to the front lot line, or nearer than 10 feet from the nearest wall of the dwelling to any side lot line or nearer than 6 feet from the nearest wall or an attached garage, or nearer than the city requirements for other out buildings.

4. An easement of five feet is reserved over the rear or side of the lots, as is shown on the recorded plat, for cullinary pipe

lines, irrigation and drainage ditches, and for utility installation and maintenance.

5. 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.

6. No trailer, basement house, tent, shack, barn or other outbuilding, in said track shall at any time be used as a residence, temporarily or permanently.

7. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1983, and successive periods of 5 years, unless a majority of the owners should vote changes.

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

9. No fence shall be located nearer to the front lot line than the front line of the house.

10. No animals or fowls shall be kept, housed or permitted to be kept or housed on any lot or lots in said subdivision, except such dogs, cats and birds as are kept as household pets. No animals for breeding or commercial purposes shall be kept, housed or permitted on any lot or lots in said subdivision.

11. Invalidity of any 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.

12. The Architectural Control Committee is composed of Dee R. Packard and Ivalue L. Packard, his wife, and Rulon Riley, all residing at 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 representatives 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. 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 in any event, if no suit to enjoin the construction
has been commenced prior to the completion thereof, approval
will not be required and the related covenants shall be deemed
to have been fully complied with.

* * * * *