

TO WHOM IT MAY CONCERN:

That whereas, the undersigned are the present owners of that tract of ground known as Campbell Heights Extension "A", a subdivision of part of the Northeast Quarter of Section 12, Township 4 North, Range 2 West of the Salt Lake Base and Meridian, within the corporate limits of the Town of Clearfield, Davis County, State of Utah, and more particularly described as follows: Beginning at a point North 927.63 feet from the Southeast Corner of the Northeast Quarter of Section 12, Township 4 North, Range 2 West, of the Salt Lake Base and Meridian, and running thence North 264 feet; thence West 1205 feet to the easterly line of 100 feet wide U. S. Highway No. 91; thence South 37 degrees 05 ' East along said line of Highway 329.34 feet; thence East 1007 feet to the point of beginning; and

Whereas, the undersigned have subdivided the above described tract of land into 34 lots and a street 49.5 feet wide, which extends east from the said east line of United States Highway No. 91 1073 feet along the center line of said street to the west line of a 66 ft. county road, said subdivision to be known as Campbell Heights Extension "A", and

Whereas, it is the desire of the owners thereof to plate restrictive and protective covenants upon said lots and parcels of ground for the benefit and protection of the owners or future owners thereof;

NOW THEREFORE, IT IS STATED THAT:

(1) The premises to which these restrictive and protective covenants attach is that tract platted and dedicated and known as Campbell Heights Extension "A".

(2) All lots in the tract shall be known and described as residential lots and no structure shall be erected, altered, placed or permitted to remain on any residential building plot, other than one detached single-family dwelling, not to exceed one story in height, a private garage for not more than two cars, and other outbuildings incidental to residential use of plot, except that on Lots 17, 18, 19 and 20 of said Campbell Heights Extension "A" it shall be permissible to build multiple family dwellings, if same are approved by the committee hereinafter named.

(3) 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 buildings 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 Warren Delbert Campbell, Marian O. Campbell, and Melvin Nelson, or by a representative designated by a majority of the members of said committee. 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, or to designate a representative with like authority. In the event said committee, or its designated representative, fails 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. The powers and duties

Protective Covenants Continued

- of such committee, and of its designed representative, shall cease on and after January 1, 1947. Thereafter, the approval described in this covenant shall not be required unless prior to said date and effective thereon, a written instrument shall be executed, by the then record owners of a majority of the lots in this subdivision and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

(4) No building shall be located on any residential building lot nearer than 25 feet to the front lot line, nor nearer than 20 feet to any side street line. No building, except a detached garage or other outbuilding located 60 feet more from the front lot line shall be located nearer than 10 feet to any side lot line.

(5) No residential structure shall be erected or placed on any building plot which plot has an area of less than 5,700 square feet, nor a width of less than 47 feet at the front building setback line.

(6) 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 in the neighborhood.

(7) No persons of any race other than the white race shall use or occupy any building or any lot, except that this covenant shall not prevent occupancy by domestic servants of a different race domiciled with an owner or tenant.

(8) 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.

(9) No dwelling costing less than \$3,000.00 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 675 square feet.

(10) An easement is reserved over the rear five feet of each lot for utility installation and maintenance.

(11) These covenants are to run with the land and shall be binding on the present owners and all parties and all persons claiming under them until January 1, 1967, 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.

(12) 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.

(13) 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.

Warren Delbert Campbell
Marian O. Campbell