

PROTECTIVE COVENANTS
MT. DELL SUBDIVISION, PIAT "B"
DAVIS COUNTY, UTAH
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PROTECTIVE COVENANTS

WHEREAS, we Delbert H. Adams and Sarah K. Adams, his wife, are the owners of the following described tract of land, and it is our desire and intention to place restriction of records on said property for the development and building of the lots included within the following, and to further protect the value of said property for future owners, and to insure a more even future development thereof.

All of MT. DELL SUBDIVISION, PIAT "B", a subdivision of part of Sections 27 and 28, Township 4 North, Range 1 West, Salt Lake Meridian, according to the official plat thereof.

NOW, THEREFORE, we do hereby state and declare that said property is subject to the following restrictions and protective covenants, and that said restrictions shall be binding on all parties claiming ownership therein as hereinafter stated.

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 two stories in height and a private garage for not more than two cars.
2. 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 the 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.
3. No dwelling shall be permitted on any lot at a cost of less than \$10,000.00, based upon cost levels prevailing at the date that these covenants are recorded. It being the intention and purpose of the covenant to assure that all dwellings shall be of quality 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 not be less than 1100 square feet for a one-story dwelling, nor less than 1000 square feet for a dwelling of more than 1 story.
4. No building shall be located on any lot nearer to the front lot line or nearer to the side street than the minimum building setback line shown on the recorded plat. In any event no building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 15

feet to any side street line. No building shall be located nearer than 8 feet to an interior line, except that no side yard shall be required for a garage or other permitted accessory building located 60 feet or more from the front lot line. No dwelling shall be located on any interior lot nearer than 8 feet to the rear lot line, 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 not be construed to permit any portion of a building on a lot to encroach upon another lot.

5. No lot shall be resubdivided into, nor shall any dwelling be erected or placed on any lot having a width of less than 80 feet at the minimum building setback line.
6. 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.
7. 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.
8. No structure of a temporary character, trailer, basement, tent, shack, barn, or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently.
9. The Architectural Control Committee is composed of Delbert H. Adams, Dan Weaver and Haven J. Barlow, all of Layton, Utah. A majority of the committee may designate a representative to act for it. In the event of the 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, or its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then recorded 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.
10. 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.
11. 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 25 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 has been recorded agreeing to change said covenants in whole or in part.

12. 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.

13. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the provisions which shall remain in full force and effect.

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