

PROTECTIVE COVENANTS  
JAMARL ACRES, NO. 3  
DAVIS COUNTY, UTAH  
DATED: APRIL 29, 1957  
RECORDED: MAY 21, 1957  
BOOK: 124 PAGE: 306  
INSTRUMENT NO.: 166838

RESTRICTION AGREEMENT

We, the undersigned Edwin M. Higley and Afton C. Higley, his wife, and Raynor L. Rousche and Leanna L. Rousche, his wife, and Hugh F. Mills and Bernadine Afton Mills, his wife, and Joseph Cox and Nora Doxey Cox, his wife, being the owners of the real property hereinafter described to hereby certify and declare that the following restrictive covenants are hereby imposed upon all lots embraced within the property described as follows:

All of Jamarl Acres No. 3, a subdivision of part of Section 35, Township 5 North, Range 2 West, Salt Lake Meridian,

The covenants hereinafter specifically set forth are to run with the land and shall be binding on all parties and all persons claiming under them until 25 years from date, at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of a majority of the then owners of said lots it is agreed to change said covenants in whole or in part.

If any party hereto, their heirs or assigns shall violate or attempt to violate any of the covenants herein contained to be kept by them it shall be lawful for any other person or persons owning any real property situated in said sub-division to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate the same, either to enjoin or prohibit any such violation or for damages or other compensation or both for any such violation.

In the event any of the covenants herein contained or any part thereof be declared invalid by any court of competent jurisdiction the remainder thereof shall in no ways be affected by such judgment, but shall remain in full force and effect.

1. All lots in said tract, unless otherwise designated by the Clearfield City Planning Commission shall be known and described as residential lots. No structures shall be erected, altered, placed or permitted to remain upon any lot other than one detached single family dwelling; such dwelling not to exceed two and one-half stories in height, a private garage for no more than three cars and other out buildings approved in advance in writing by the committee. Two family dwellings are permitted on corner lots in said subdivision.

2. No building shall be erected, placed or altered upon any lot in said subdivision until the building plans and specifications and the plot plan, showing the location of such building upon such lot, shall have been approved, in writing, as to the conformity and harmony of

external design with existing structures in the subdivision and as to location of the structure with respect to topography and finished ground elevation. The committee authorized to examine the same shall consist of Hugh F. Mills, Nora Doxey Cox, and Edwin M. Higley, all of Clearfield, Davis County, Utah. Said committee may, in writing designate by a majority of its members, a representative to act in the place and stead of said committee. In the event of their death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove any design or location presented to them or to designate a representative to act for them in their stead. In the event any plans, specifications or locations shall not be approved or disapproved in writing within 30 days after the same have been submitted to the committee, or in any event, if no suit to enjoin the erection of any proposed structure or the making of any such alteration has been commenced prior to the completion thereof, the same shall be considered approved and this covenant fully complied with. Neither the members of this committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of said committee and the members thereof shall cease on and after ten years from date. 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 the subdivision and duly recorded extending or continuing the duration of said committee and its powers.

3. No structure shall be located on any lot nearer to the front line or side line than the minimum building setback lines. In any event, 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. No building shall be located nearer than 8 feet to an interior lot line except a detached garage or other out buildings that shall not be located nearer than one and one half feet to any side lot line.

4. No residential structure shall be erected or placed on any building lot which lot has an area of less than 6000 square feet or a width of less than 60 feet at the front building set back line with no exceptions.

5. No noxious or offensive trade or activity and no nuisance shall be carried on upon any lot nor shall anything be done which may be or become an annoyance in the neighborhood.

6. No trailer, basement, tent, shack, garage, barn or other boubuilding erected in the sub-division, 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 nor shall any structure be placed upon any lot in said sub-division except by constructing the same on the site of said lot.

7. No dwelling shall be erected upon any lot in said subdivision, the main ground floor area of which (exclusive of one story, open porches and garages) shall be less than 800 square feet, in the case of a one story structure, nor less than 700 square feet in the case of a one and one-half story structure.

8. An easement is reserved over the rear five feet for Utility Installation and Maintenance.

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