

PROTECTIVE COVENANTS  
THIRTEENTH SOUTH SUBDIVISION, BLOCK B  
DAVIS COUNTY, UTAH  
DATED: APRIL 11, 1956  
RECORDED: JULY 9, 1956  
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P R O T E C T I V E C O V E N A N T S

Outline of Protective Covenants applying to THIRTEENTH SOUTH SUBDIVISION, BLOCK B, Executed by Allen H. Barber Company, a Utah corporation and Dee R. Packard and Ivalue L. Packard, his wife, and Leo J. Barlow and Harriet Barlow, his wife.

1. All lots in the tract shall be known and described as residential lots. No structure shall be erected, placed or permitted to remain on any residential building plot other than a one or two family dwelling and a private garage for not more than two cars.
2. a. 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 30 feet to the rear lot line, or nearer than the City requirements for other out buildings. Provided, however, that an attached carport, garage, or porch may extend to within 20 feet to the front lot line. Provided, also, that the three corner lots need only to conform to Zone R2A requirements, having a setback on 13th South of 25 feet and on 1st East or Highway 91 of 30 feet.  
b. A house location plot of the Thirteenth South Subdivision is herewith filed with the Bountiful City Recorder, showing the location of the houses on the lots. The houses to be built on these lots may not need to conform exactly to the demensions as drawn for each lot except that in no case may any building be set any closer to the yard regulations than set forth in 2. a. above.
3. 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 on to any lot until owners of such dwelling plans and/or structure have the written approval from the subdivision sponsor, or if deceased, from a representative committee of three lot owners.
4. No trailer, basement house, tent, shack, barn or other outbuilding, in said tract shall at any time be used as a residence temporarily or permanently.
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 which may become an annoyance or nuisance to the neighborhood.

6. An easement of 5 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.

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, 1970, and successive periods of 5 years unless a majority of owners should vote changes.

8. If the parites 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 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 for such violation.

9. Invalidation of any of these covenants by judgment or court order shall in no time effect any of the other provisions, which shall remain in full force and effect.

Dated this 11th day of April, 1956.

\* \* \* \* \*



Founders Title Company  
920 West Heritage Park Blvd.  
Suite 120  
Layton, UT 84041

Dear TK,

Please record the following enclosed documents:

Deed of Trust                       Request for Reconveyance  
 Quit Claim Deed                       Request for Notice  
 Other: \_\_\_\_\_

The documents are for Jay B. & Eleanora Jeppson,  
Founders file# 23959, and can be recorded as of  
upon receipt.

Please issue a Title Policy in the amount of \$ 36,000.  
You may bill the credit union for any costs associated with these  
documents. If you have any questions please call me.

As always I appreciate the good work you do for us.

Sincerely,

*Doug Bradley*

Doug Bradley  
Loan Manager