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Recorded at request of Paul J. Hatch Fee Paid 3.40
Date DEC 20 1960 or 10th Jan EMILY I. ELDREDGE Recorder Davis County
By Margaret A. Boush Deputy Clerk 199 Page 648

215623

PROTECTIVE COVENANTS

letter date 2nd Jan 1961 to 26 incl

The undersigned owner of real property heretofore platted and recorded at Book "5" of L. L. etc. Page 161 Official Records of Davis County as SCOTTS DALE SUBDIVISION # TWO.

Beginning at a point West 1320.33 ft. and N 9° 04' E. 156.88 ft. from the S. E. corner of the N. E. 1/4 of said section 35; thence North 89° 56' West 140.0 ft. South 0° 04' West 25.01 ft.; thence North 89° 56' West 74.0 ft.; thence North 0° 04' East 8.0 ft.; thence North 89° 56' West 90.0 ft.; thence South 0° 04' West 8.0 ft.; thence North 89° 56' West 515.69 ft.; thence North 9° 04' East 25.0 ft.; thence North 89° 56' West 150.0 ft.; thence South 0° 04' West 134.99 ft.; thence West 193.59 ft.; thence North 360.23 ft. to the South West corner of Scottsdale Subdivision No. 1, thence South 89° 56' East 1163.70 ft.; thence South 0° 04' West 225.0 ft. to the point of beginning, located in the City of Sunset, County of Davis, State of Utah, for the purpose of establishing protective covenants which shall govern the use of all real property comprising said subdivision, hereby agree as follows:

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 one-family dwelling of a type to be approved by the architectural control committee, and a private garage for not more than two cars.
2. No building shall be erected or placed 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 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, wall or hedge shall be erected, placed, or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as hereinafter provided. (In any event, fences erected shall not exceed a height greater than six feet.)
- 2 a- Sight distances at intersections: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of rounded property corner from the intersection of the street property lines extended. the same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
3. The ground floor area of the main structure, exclusive of one storey open porches and garages, shall be not less than 1,000 square feet for one storey dwelling, nor less than 800 square feet for a dwelling of more than one storey.
4. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plan. In any event no building shall be located on any lot nearer than 30 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 the interior lot line, except that sideyards shall be required for a garage or other permitted accessory buildings located 45 feet or more from the minimum building setback line, in accordance with zoning ordinances. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as part of the building, provided, however, that this shall not be constructed to permit any portion of a building on the lot to encroach upon another lot.
5. No lot shall be subdivided or resubdivided, nor shall any building be erected or placed upon any lot having a width less than that shown on the accepted and recorded plat of said subdivision at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area less than that calculated from the dimensions of said lot as shown on said plat.
6. An easement as shown on the recorded plat is reserved over each lot for culinary water pipelines, irrigation and drainage facilities, and for installation and maintenance of other utilities where needed.
7. No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done hereon which may be or may become an annoyance or nuisance to the neighborhood.

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10. The use of any lot shall be restricted to office, business, bank, stock, garage, house, or other structure, and shall not be used in any way as a residence, either temporarily or permanently.

11. The use of any lot shall be restricted to the public view from any lot except one professional sign or not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by the builder to advertise the property during the construction and sales period of not over 100 square feet.

12. No lot shall be used or maintained as a dumping ground for rubbish or trash, and sewage or other waste material shall not be kept except in sanitary containers. All incinerators or other equipments for the storage or disposal of such material shall be kept in a clean and sanitary condition.

13. The architectural control committee is composed of Dale T. Smedley, Syracuse, Utah, C. Richard Barber, Keyaville, Utah, and Wayne T. Smedley, Syracuse, 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 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 membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

14. 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.

15. 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 twenty-five years from the date these covenants are recorded, after which time said covenants shall automatically be extended for successive periods of 10 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.

16. Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain or to recover damages.

17. Invalidation of any of these covenants by judgement or court order shall not affect any of the other provisions which shall remain in force and effect.

DATED this 17th day of December, 1960

OWNER:

Smedley Development Company

by Dale T. Smedley
Dale T. Smedley, Owner

Taylor L. Raucci

Ella M. Millyard

CITY OF UTAH)

1000)

COUNTY OF DAVIS)

On the 17th day of December 1960, personally appeared before me Dale T. Smedley for the Smedley Development Company, owner of the above subdivision # 2 in Sunset, City, County of Davis, State of Utah, and Robert A. Millyard and wife, Ella M. Millyard, who being by me duly sworn, did say that the attached Protective Covenants were signed by them.

Robert S. Thaler
Notary Public
Spelt Lake City, Utah
residing at

My commission expires:

9-6-64