

PROTECTIVE COVENANTS  
DRAAYER SUBDIVISION NO. 3  
DAVIS COUNTY, UTAH  
DATED: MAY 29, 1962  
RECORDED: JULY 11, 1962  
BOOK: 246 PAGE: 68  
INSTRUMENT NO.: 238532

PROTECTIVE COVENANTS

WHEREAS, we, Kenneth J. Draayer and Ruth Draayer, his wife, are the owners and possessors of the following described property situated in Davis County, Utah,

All of DRAAYER SUBDIVISION NO. 3, a subdivision of part of Section 23, Township 5 North, Range 2 West, Salt Lake Meridian, in the Town of Clinton, according to the official plat thereof.

And it is our desire and intent to place certain restrictions on the lots included within said subdivision, to insure a uniform development therein, and to enhance the future value thereof,

NOW, THEREFORE, we do hereby state and declare that all of said lots in said subdivision shall be hence forth conveyed subject to the following restrictions:

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 one and one-half stories in height and a private garage for not more than two cars.
2. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 850 square feet.
3. No building shall be located on any lot nearer than 30 feet to the front lot line, nor nearer than 20 feet to any side street line. No building shall be located nearer than 8 feet to an interior lot 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 building shall be located on any interior lot nearer than 20 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.
4. 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.
5. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently.

6. No residential structure shall be erected or placed on any building lot which lot has an area of less than 8000 square feet or a width of less than 67 feet at the front building setback line with no exceptions.
7. No dwelling shall be permitted on any lot at a cost of less than \$12,500.00, including land, based upon cost levels prevailing on the date these covenants are recorded. It being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of 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.
8. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line.
9. No animals or poultry of any kind other than house pets shall be kept or maintained on any part of said property.
10. 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 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.
11. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages.
12. 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.

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