

136688

OUTLINE OF PROTECTIVE COVENANTS

Scouting Plot

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- Part "A" April 15, 1954. Purpose of this outline is to describe the protective covenants to apply to the area described on the attached subdivision plot.
- Part "B"-1 Residential area Covenants "C"-1, Land Use & Building Type. 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 or two family dwelling and not to exceed two stories in height. Private garage for not more than two cars.
- Part "C" Architectural Control: 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 Committee as to quality of materials and workmanship, harmony of external design with existing structures, as to location with respect to topography and finish grade elevation. No fence or wall shall be erected or placed or altered on any lot nearer than the minimum building setback line unless similarly approved. Approval to be as provided in part "G".
- Part "C"-3 Dwelling Quality & Size: The ground floor area of the main structure exclusive of open porches and garages shall be not less than 1000 sq.ft. for one story dwelling or not less than 800 sq.ft. per unit for two family dwelling.
- Part "C"-4 Building Location: No building shall be erected on any lot nearer to the front line than that required by Davis County Planning Regulations for the recorded plat. In no event shall building be located on any lot nearer than 30 ft. to the front line or nearer than 20 ft. to any side street.
- Part "C"-5 Lot Area & Width: No dwelling shall be erected or placed on any lot having a width less than 65 ft. at the minimum setback line nor shall any dwelling be erected or placed on any lot having an area less than 8000 sq.ft.
- Part "C"-6 Easements: 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.
- Part "C"-7 Nuisances: No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become a nuisance or annoyance to the neighborhood.
- Part "C"-8 Temporary Structures: No structure of a temporary ~~EMERGENCY~~ character, trailer, basement, tent, shack, garage, barn or any other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.
- Part "C"-9
- "C"-10 Include additional residential area covenants to provide for any special conditions and to increase stability and appeal of the development.

Plotted Abstracted
On Margin Indexed
Compared Entered

655 W 7500th Ave

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Part "G" ARCHITECTURAL CONTROL COMMITTEE:

Part "G"-1 Membership: The Architectural Control Committee will be composed of three members, persons living in the area. 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 owner of a majority of the lots shall have power through a duly recorded written instrument to change the membership of the committee or to restore to it any of its powers and duties.

Part "G"-2 Procedure: The committee's written 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.

Part "H" GENERAL PROVISIONS

Part "H"-1 Term: 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 twentyfive years from the date these covenants are recorded after which time said covenants shall be automatically extended for the 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.

Part "H"-2 Enforcement: 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

Part "H"-3 Severability: Invalidation of these covenants by judgement or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

W. C. Hardy
Subscribed and sworn to before me this 6th day of May, 1954



My commission expires:
May 27, 1956

W. C. Hardy
Notary Public

Farmington, Utah