

PROTECTIVE COVENANTS
WOODLAND SUBDIVISION NO. 2
DAVIS COUNTY, UTAH
DATED: MAY 24, 1951
RECORDED: JUNE 4, 1951
BOOK: 26 PAGE: 505
EXCEPT BLOCKS: 12, 15, 16, 17
ENTRY NO. 117797

PROTECTIVE COVENANTS

The Protective Covenants affecting WOODLAND SUBDIVISION NO. 2, except Blocks 12, 15, 16 and 17, dated May 24, 1951, executed by Oscar H. Wood, J. M. Salisbury and R. H. Backer, recorded June 4, 1951, in Book 26, Page 505 of Official Records, as amended, are as follows:

1. Each and every lot above described shall be known and is hereby designated as a residential lot and no structure shall be erected, altered, placed or permitted to remain on any such residential lot other than those of a residential type consisting of one and two family dwellings not to exceed two stories in height and a private garage for not more than three automobiles on the one family dwelling and not more than four automobiles on the two family dwellings.

2. Each residential dwelling erected on anyone of the aforesaid described lots of said Woodland Subdivision shall have a ground floor area of not less than 1,000 square feet if said structure be a single family dwelling and the ground floor area of each unit of any two family dwelling shall not be less than 900 square feet.

The ground floor area herein referred to shall be construed to mean and shall mean the ground floor area of the main structure of the dwelling exclusive of porches, garages and patios.

3. No noxious or offensive trade or activity shall be carried on upon any residential lot in this subdivision or any part or portion thereof, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

4. No trailer, basement, tent, shack, garage, barn or other out-building erected in, upon or about this subdivision or any part thereof 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.

5. No structure shall be moved onto any lot in this subdivision or any part thereof unless it meets with the approval of the subdivision committee, consisting of Oscar H. Wood, J. M. Salisbury and R. H. Backer.

6. All covenants and restrictions herein stated and set forth shall run with the land and shall be binding on all the parties and persons claiming any interest in said subdivision or any part thereof until May 21, 1970, at which time said covenants and restrictions shall be automatically extended for successive periods of 10 years unless, by a vote of the majority of the then owners of the lots in said subdivision, it is agreed to change the said covenants in whole or in part.

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7. If the parties now claiming any interest in said subdivision, or any of them, or their heirs, successors, grantees, personal representatives or assigns, shall violate or attempt to violate any of the covenants and restrictions herein contained prior to May 21, 1970, it shall be lawful for any other person or persons owning any other lot or lots in said subdivision to prosecute any proceedings at law or in equity against the person or persons, firms or corporations so violating or attempting to violate any such covenant or covenants and/or restriction or restrictions and either prevent him or them from so doing or to recover damages or other dues for such violation or violations.

8. Invalidation of any one of the covenants and restrictions hereinbefore set forth by judgment or court order shall in no wise affect any of the other provisions hereof, which shall remain in full force and effect until May 21, 1970.

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