

4-30

Record of Return of *Willert Moulding* *Emily I. Eldredge*  
Date MAR 7 1957 as 120 Deputy 267  
By Walter R. Ryker Recorder Davis County

RESTRICTIVE COVENANTS

*Roi-Dell - 1-26*

267

TO WHOM IT MAY CONCERN:

164644

The undersigned owners have caused to be surveyed and platted the lands herein-  
after described under the name of ROI-DELL SUBDIVISION, a Subdivision of a part  
of Section 23, Township 5 North, Range 2 West, Salt Lake Base and Meridian, United  
States Survey in the Town of Sunset, County of Davis, State of Utah, and have  
caused the same to be subdivided into lots, streets and public spaces, as shown in  
the plat thereof on file in the Office of the County Recorder of Davis County, Utah.

The following is a particular description of the lands to be embraced within the  
aforesaid Subdivision:

ALL OF THE LOTS 1 to 36, ROI-DELL SUBDIVISION, ACCORDING  
TO THE OFFICIAL PLAT THEREOF RECORDED IN THE OFFICE OF  
RECORDER IN AND FOR THE COUNTY OF DAVIS, STATE OF UTAH.

The owners declare that the aforesaid land shown on the plat above referred to,  
and above described, is held and shall be conveyed subject to the reservations,  
restrictions and covenants herein set forth.

1. These covenants are to run with the land and shall be binding upon all  
parties and all persons claiming under them until ten (10) years from date, at  
which time said covenants shall be automatically extended for successive periods  
of five (5) years unless by a vote of majority of the then owners of said lots  
it is agreed to change said covenants in whole or in part.

2. If the parties hereto, or any of them, or their heirs or assigns, shall  
violate or attempt to violate any of the covenants herein it shall be lawfull for  
any other persons or person owning any real property situated in said Subdivision  
to prosecute any proceedings at law, or in equity, against the person or 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. In  
any such action the successful part shall be entitled to recover his or their  
counsel fees.

3. Invalidation of any one of these covenants by judgement or court order  
shall in no wise affect any of the other provisions which shall remain in full  
force and effect.

4. All lots in the tract shall be known and described as residential lots.  
No structures shall be erected, altered, placed or permitted to remain on any  
residential building plot other than one detached single family dwelling or one  
two-family dwelling not exceed two stories in height, and a private garage for  
not more than three (3) cars, and other outbuildings incidental to residential  
use of the plot.

*Willert Moulding*  
*Ret 457*

Placed  Indexed  Entered   
Compared

5. No building shall be erected, placed, or altered on any building plot in this subdivision until the building plans, specifications, and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design, with existing structures in the Subdivision, and as to location of the building with respect to topography and finished ground elevations, by a committee composed of E. Dean Allen, Wilmer E. Kenley, Clayton Peterson, Robert Moulding, Delbert Moulding, or by a representative designated by a majority of the members of said committee. In case any member of such committee shall die, resign, or become unable for any reason to continue service on such committee, the remaining member of such committee may fill the vacancy in their body so created, and may in the interim act as fully as if such vacancy were filled. An instrument, approving or disapproving any such design, or Designating a representative, signed by a majority of such committee, shall be evidence of the action of the committee therein referred to or set forth. In the event said committee, or its designated representative, fails to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to it, or in any event, if no suit enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the members of such a committee nor designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee, and of its designated representative, shall cease on and after ten (10) years from date here of.

6. No building shall be located on any residential building plot nearer than twenty-five (25) Feet to the front lot line nor nearer than twenty (20) feet to any side street line.

7. No residential structure shall be erected on any building plot, which plot has an area of less than 6,000 square feet, or a width of less than sixty (60) feet at the front building line setback. Each residential lot as shown on the recorded plat shall be a minimum building site for a single family or two-family dwelling.

8. No noxious or offensive trade or activity shall be carried on upon any lot nor shall any be done thereon which may be or become an annoyance or nuisance to the neighborhood.

9. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall be at any time used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence. No building erected outside the area of the recorded plat shall be moved onto the Subdivision, or used on any lot of the Subdivision, for dwelling or accessory building purposes.

10. The ground floor area of any dwelling, exclusive of one story open porches and garages, shall be not less than 800 square feet in the case of a one story structure nor less than 700 square feet in the case of a one and one-half or two story dwelling, provided, that in the case of two-family dwellings, each of the two-dwelling units shall have the minimum square feet required therein.

11. No building, except detached garage or other outbuilding located sixty (60) feet or more from the front lot line, shall be located nearer than five (5) feet to any side lot line.

12. No animals or poultry or any kind of animals or poultry other than house pets shall be kept or maintained on any part of said property.

13. No animals or poultry or any kind of animals or poultry other than house pets shall be kept or maintained on any part of said property.

14. No fence, wall, hedge, or mass planting shall be permitted to extend beyond the minimum building setback line established herein except upon approval by the architectural committee as provided herein.

15. No dwelling shall be erected to a height less than ten (10) feet.

16. The construction or maintenance of signs, billboards, or advertising structures, of any kind on any residential lot is prohibited, except that one sign advertising the rental or sale of property shown on the plat is permitted provided it does not exceed five (5) feet square in area.

In witness whereof, the owners of the property described herein have caused these presents to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 1957.

SUBURBAN HOMES & DEVELOPMENT COMPANY, INC.

PRESIDENT Delbert Moulding  
*Robert Moulding*  
 SECRETARY Robert Moulding

THE STATE OF UTAH : ss  
 COUNTY OF DAVIS : ss

On the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 1957, personally appeared before me Delbert Moulding and Robert Moulding, who being by me duly sworn did say, each for himself, that he, the said Delbert Moulding is the president, and he, the said Robert Moulding is secretary of SUBURBAN HOMES & DEVELOPMENT COMPANY, INC., and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and the said Delbert Moulding and Robert Moulding each duly acknowledged to me that said corporation executed the same.

- My Commission Expires:

NOTARY PUBLIC

RESIDES AT: \_\_\_\_\_