

266 Recorded at request of SECURITY TITLE CO. order no. 30155 Fee Paid 4.90
Date NOV 21 1958 at 3 46 P.M. EMILY T. ELDREDGE Recorder Davis County
183103 Deputy Book 153 Page 266
PROTECTIVE COVENANTS Cresthomes Add #5

WHEREAS, SKYLINE BUILDING AND INVESTMENT COMPANY are the owners of the following described tract of land in Davis County, State of Utah:

CRESTHOMES ADDITION NO. 5, a subdivision of part of Section 34, Township 4 North, Range 1 West, Salt Lake Base and Meridian.

NOW THEREFORE, to maintain values and assure the proper development of said property, we do hereby declare that said property shall be owned and enjoyed subject to the following Protective Covenants and Restriction, to-wit:

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until November 1, 1986, at which time said covenants shall be automatically extended for successive periods of 10 years, unless by a vote of a majority of the then owners of the lots, it is agreed to change said covenants in whole or in part.

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 lawful for any other person or persons owning any real property situated in said development or subdivision, to prosecute any proceedings at law or in equity, against the person or persons violating or attempting to violate any such covenant and either to prevent him, or them, from so doing or to recover damages or other dues for such violation.

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.

1. All lots as described in above tract shall be known and described as residential lots.
2. No structures shall be erected, altered, placed or permitted to remain on any residential plot other than one detached single or two family dwelling not to exceed two stories in height and a private garage for not more than three cars.
3. 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 the Mayor of Kaysville City, the building inspector of Kaysville City and M.C. Small, Kaysville, Utah, or by a representative designated by a majority of the members of said committee.

In the event of death or resignation of any member of said committee, the remaining member, or members, shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority.

In the event such committee or it's designated representative fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it, or in any event if no suit to enjoin the erection of said building or the making of such alterations has been commenced prior to 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 committee or it's designated representatives 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 November 1, 1976; thereafter, the approval described in this covenant shall not be required unless prior to that date and effective thereon a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded, appointing a representative or representatives who shall thereafter exercise the same power previously exercised by said committee.

(Continued Over)

See Amendment in Book 160 Page 343

4. No building shall be located on any lot nearer to the front lot line or to the side street line than the minimum building set back line, as shown on the recorded plat. In any event no building shall be located on any lot nearer than 29 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 an interior lot line, except that a garage or other permitted accessory building located 50 feet or more from the front lot line shall have a minimum side yard of 2 (two) feet. No building shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.

5. No dwelling shall be erected or placed on any lot having a width of less than 65 feet at the minimum building set back line, nor shall any dwelling be erected or placed on any lot having an area of less than 8500 square feet. The ground floor area of the main structure, of any dwelling, exclusive of one story open porches and garages, shall be not less than 850 square feet for either a one or two story dwelling.

6. Easements for installation and maintenance of utilities and drainage facilities are reserved, as shown on the recorded plat, and over the rear 5 feet of each lot.

7. 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.

8. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or any out-building shall be used on any lot, at any time as a residence either temporarily or permanently.

9. Nothing contained in this Protective Covenant shall in any way affect the right to repair and maintain any existing building or buildings now located in this covered area, or in any way affect the right to erect temporary sheds or out-houses for the storage of materials or the erection and maintenance of a field office, or offices, during the erection and building of this tract.

10. No fence, wall, hedge, or other object of similar design may be constructed on any lot nearer the street line than the front house line, nor shall any fence, wall, hedge, or other object of similar design, be constructed on any lot to a height greater than six feet.

11. No livestock, animals, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes.

ATTEST:

SKYLINE BUILDING AND INVESTMENT COMPANY

Mabelle W. Small
Secretary

M. C. Small
President

STATE OF UTAH)

County of Davis)

On this 21st day of November A.D. 1958, personally appeared before me a Notary Public, M. C. SMALL, and MABELLE W. SMALL, who being duly sworn did say that they are the PRESIDENT and SECRETARY respectively of the SKYLINE BUILDING AND INVESTMENT COMPANY, and that the above and foregoing instrument was signed on behalf of said Company by authority of its Board of Directors, and that said Company executed the same.

Residing at Kaysville, Utah
Comm. Exp. April 4, 1962

M. C. Small
Notary Public