

PROTECTIVE COVENANTS
PARK VIEW SUBDIVISION
DAVIS COUNTY, UTAH
DATED: JANUARY 10, 1959
RECORDED: JANUARY 13, 1959
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P R O T E C T I V E C O V E N A N T S

WHEREAS, the Val Vista Water System, a Utah corporation is the owner and possessor of the following described land:

All of Lots 1 to 41, inclusive of PARK VIEW SUBDIVISION, a subdivision of part of the Northwest Quarter of Section 30, Township 2 North, Range 1 West, Salt Lake Base and Meridian, in the County of Davis, City of Bountiful, State of Utah, according to the recorded plat thereof.

AND WHEREAS, it is the desire of said company, that said lots shall be conveyed subject to the following restrictions, in order to enhance a more uniform development of the lots therein and to maintain the value thereof.

NOW THEREFORE, we do hereby declare that each and every lot included in said subdivision shall be conveyed subject to the following restrictions.

A. All lots in the tract shall be known and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than one single family dwelling not to exceed two stories in height and a private garage for not more than two cars. EXCEPT that two-family dwelling will be permitted on lots 1, 3 and 5 of said subdivision.

B. The ground floor area of the main structure, exclusive of open porches, and garages shall not be less than 900 square feet. All dwellings shall be constructed of new material and no building may be constructed or moved on to any lot until owners of such dwelling and/or structure have the written approval from the Architectural Control Committee.

C. No building shall be located on any residential building plot nearer than 30 feet to the front lot line, except on a corner lot, in which case the setback may be reduced to 25 feet on one side only. No main building and garage shall be located nearer than 6 feet to any side lot line, with a minimum side yard total of 16 feet, or nearer than the city requirements for other out buildings.

D. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback lines, unless approved by the Architectural Control Committee.

E. An Easement 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.

F. 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.

G. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot as a residence, either temporarily or permanently.

H. No animals, livestock, 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 purpose.

I. No dwelling shall be erected or placed on any lot having an area of less than 6500 square feet. All lots shall have a minimum frontage of 60 feet at the building set back line.

J. The Architectural Control Committee is composed of WARD C. HOLBROOK, ALAN F. HOLBROOK, and DON R. PACKARD, all residing at Bountiful, Utah. 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 record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties. The committee's 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.

K. 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 thirty 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.

L. 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 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 covenants and either to prevent him or them from so doing or to recover damages or other dues from such violations.

M. 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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