

PROTECTIVE COVENANTS

A & K SUBDIVISION

*Lots 2 to 24, A & K Sub*

162

241154

WHEREAS, Theodore R. Atha and Jean B. Atha, husband and wife, are the owners and possessors of the following described land:

All of Lots 2 to 24, inclusive, A AND K SUBDIVISION, a subdivision of part of Section 25, Township 2 North, Range 1 West, Salt Lake Base and Meridian, according to the recorded plat thereof.

AND WHEREAS, it is the desire of said owners, and intent that said property 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.

A. 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-family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars.

B. All lots in the tract shall contain an area of 8,000 square feet or more.

C. No building shall be located on any residential building lot nearer than 30 feet to the front lot line or nearer than 8 feet to the side lot line.

D. The area of the main structure shall not be less than 800 square feet.

E. Sewage disposal shall be provided according to the rules of the County Health Board.

F. No sub-standard structure, trailer, basement, tent, shack, garage, barn or other outbuilding in said tract, shall at any time be used as a residence, temporarily or permanently.

G. 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. 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.

H. 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 Control Committee as to quality of workmanship and materials, harmony or external design with existing structures and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. The Architectural Control Committee is composed of Lawrence Berlin, Sr., Walter L. Ness and D. R. Gwynn. 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

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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.

I. 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. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

J. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

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 10 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 their heirs or assigns shall attempt to violate any of the covenants herein, it shall be lawful for any persons or person owning any real property situated in said development or subdivision to prosecute any proceedings at law against the person or persons violating or attempting to violate any covenants and either to prevent him or them from so doing or to recover damages or other dues from such violations.

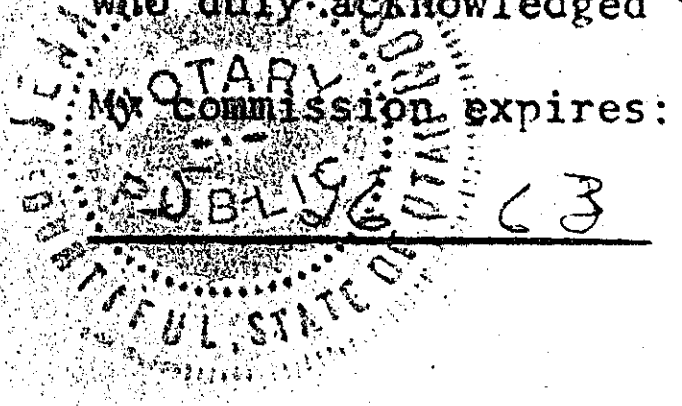
M. Invalidation of any one of these covenants by judgment or court order shall not affect any of the other provisions, which shall remain in full force.

Dated this 14th day of September, A.D. 1962

Signed Theodore B. Atha  
Jean B. Atha

STATE OF UTAH ( )  
( SS.  
COUNTY OF DAVIS ( )

On the 14th day of Sept, 1962, personally appeared before me Theodore B. Atha and Jean B. Atha, husband and wife, the signers of the within instrument, who duly acknowledged to me that they executed the same.



Jean M. Anderson  
Notary Public  
Residing at: Centerville