

306790

PROTECTIVE COVENANTS FOR TANGLEWOOD ACRES, PLAT III.

447

PART A. PREAMBLE

Outline of Protective Covenants affecting Tanglewood Acres, Plat III, dated this 1st day of February A.D., 1967, executed by Mortgage Brokers, Inc., M. C. Green, Inc., Child Bros., Inc., Merrill L. Black and Betty Black, his wife, and L. A. Campbell Construction Co., Inc., of Bountiful, Utah.

WHEREAS, Mortgage Brokers, Inc., M. C. Green, Inc., Child Bros., Inc., Merrill L. Black and Betty Black, his wife, and L. A. Campbell Construction Co., Inc., are the owners and possessors of the following described property located in Davis County, State of Utah:

All of TANGLEWOOD ACRES SUBDIVISION, PLAT III, a subdivision of part of Section 25, Township 2 North, Range 1 West, Salt Lake Base and Meridian, in the City of Woods Cross, County of Davis, State of Utah, according to the official plat thereof.

Now therefore, we do hereby declare said property to be subject to the following restrictions, and all lots in said tract shall be conveyed subject to the restrictions set forth in the following order to enhance a more uniform development of the lots therein and to maintain the value thereof, to-wit:

PART B. AREA OF APPLICATION

B-1. FULLY-PROTECTED RESIDENTIAL AREA. The residential area covenants in Part C in their entirety shall apply to beginning at the Northeast Corner of Lot 4, "TANGLEWOOD ACRES SUBDIVISION, PLAT "A" which point is also South 1367.91 feet and East 171.02 feet from the North 1/4 corner of Section 25, Township 2 North, Range 1 West, S.L.B. & M., and running thence North 89°47'15" East 962.25 feet to the West R/W line of Interstate Highway I-15; thence Southerly along the Westerly line of said Highway along the arc of a curve to the right (R=2804.93 ft., bearing S 82°55'20" W) 392.79 ft.; thence S 0°56'45" W 403.99 ft.; thence S 89°57'15" W 691.17 ft.; to the Southeast corner of Lot 22, Tanglewood Acres Subdivision, Plat B; thence North 150.74 feet along said Plat B Subdivision; thence West 12.35 ft.; thence North 105.88 ft.; thence leaving said Plat B Subdivision and running East 231.00 ft.; thence South 20.88 ft.; thence East 101.94 ft.; thence North 15.00 ft.; thence East 135.00 ft.; thence North 115.51 ft.; thence N 36°24' West 41.58 ft.; thence N 45°00' W 154.96 ft.; thence N 68°03' W 46.36 ft.; thence West 241.23 ft.; thence N 62°22' W 32.35 ft.; thence West 210.00 ft.; thence S 39°48' W 39.06 ft. to the Easterly line of Tanglewood Acres Subdivision, Plat A; thence N56°19' W 54.09 ft. along said Subdivision; thence North 150.00 ft.; thence West 13.83 ft.; thence North 101.20 ft to the point of beginning.

PART C. RESIDENTIAL AREA COVENANTS

C-1. LAND USE AND BUILDING TYPE. 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 newly constructed, detached, single-family dwelling not to exceed one and one-half stories in height and a private garage or carport for not more than two cars.

C-2. ARCHITECTURAL CONTROL. 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 of 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. Approval shall be as provided in Part B.

C-3. DWELLING COSTS, QUALITY AND SIZE. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 950 square feet for a one-story dwelling, nor less than 850 square feet for a dwelling of more than one story. Only new structures of new material and exterior design compatible with existing homes are permitted on any lots. All dwellings shall be based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded.

C-4. BUILDING LOCATION

(a) No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer

Original Indexed Entered
Compared

than twenty-five (25) feet to the front line, or nearer than twenty (20) feet to any side street line.

- (b) No building shall be located nearer than eight (8) and ten (10) feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located forty-five (45) feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than twenty-five (25) feet to the rear lot line.
- (c) For the purposes of this covenants, 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.

C-5. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than seventy (70) feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 8,000 square feet.

C-6. EASEMENTS. 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 structures, planting or other material shall be placed or permitted to remain which may damage or interfere with the installment 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 easement. 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.

C-7. NUISANCES. 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 clothes drying nor storage of any articles in carport except in enclosed areas designed for the purpose.

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

C-9. SIGNS. No signs 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.

C-10. LIVESTOCK AND POULTRY. 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 purposes.

C-11. GARBAGE AND REFUSAL DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

C-12. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the road ways shall be placed or permitted to remain on any corner lot within the tri-angular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

PART D. ARCHITECTURAL CONTROL COMMITTEE

D-1. MEMBERSHIP. The Architectural Control Committee is composed of L. A. Campbell, John C. Duncan, Jr., and Henry Booher. A majority of the committee may designate a representative to act for it. 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 of such design and location, or to designate a representative with full authority. Neither the members of such committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant, the powers and duties of such committee, except that at any time the then recorded 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.

D-2. PROCEDURE. 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 thirty (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.

PART E. GENERAL PROVISIONS

E-1. TERM. 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 forty (40) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (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 part.

E-2. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

E-3. SEVERABILITY. 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.

E-4. Prospecting for minerals and drilling for oil shall be prohibited on said land.

WITNESS OUR HANDS THIS 1st DAY OF February A.D., 1967.

ATTEST: Wayne F. Parkin BY Merrill L. Black
WAYNE F. PARKIN, SECRETARY MERRILL L. BLACK, PRESIDENT

M. C. GREEN, INC. CHILD BRGE., INC.
BY William C. Green BY Wallace R Child

Merrill L. Black L. A. CAMPBELL CONSTRUCTION CO., INC.
Merrill L. Black
Betty Black BY L. A. Campbell
Betty Black President

STATE OF UTAH
SS.
COUNTY OF DAVIS

On the 1st day of February A.D., 1967, personally appeared before me Merrill L. Black and Wayne F. Parkin, who being by me duly sworn did say, each for himself, that he, the said Merrill L. Black is the president, and he, the said Wayne F. Parkin, is the Secretary of Mortgage Brokers, 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 said Merrill L. Black and Wayne F. Parkin each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.



Anna B. Bergeson
NOTARY PUBLIC

MY COMMISSION EXPIRES: November 5, 1968
RESIDING AT: Bountiful, Utah

STATE OF UTAH
COUNTY OF DAVIS

ss.

On the 1st day of February A.D., 1967, personally appeared before me Wallace R. Child who being by me duly sworn did say, each for himself, that the said Wallace R. Child is the President, and he, the said Wallace R. Child is the Secretary of CHILD BROS., 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 said Wallace R. Child and each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

Ana B. Bergeson
NOTARY PUBLIC

MY COMMISSION EXPIRES: November 5, 1968 RESIDING AT: Bountiful, Utah

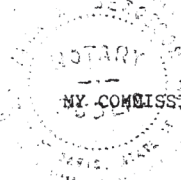
STATE OF UTAH
COUNTY OF DAVIS

ss.

On the 1st day of February A.D., 1967, personally appeared before me Milton C. Green, who being by me duly sworn, did say, each for himself, that he the Milton C. Green is the president of M. C. GREEN, 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 said Milton C. Green acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

Ana B. Bergeson
Notary Public

MY COMMISSION EXPIRES: November 5, 1968 RESIDING AT: Bountiful, Utah



STATE OF UTAH
COUNTY OF DAVIS

ss.

On the 1st day of February A.D., 1967, personally appeared before me MERRILL L. BLACK and BETTY BLACK, his wife, the signers of the within instrument who duly acknowledged to me that they executed the same.

Ana B. Bergeson
NOTARY PUBLIC

MY COMMISSION EXPIRES: November 5, 1968 RESIDING AT: Bountiful, Utah



STATE OF UTAH
COUNTY OF DAVIS

ss.

On the 1st day of February A.D., 1967, personally appeared before me Lalif A. Campbell who being by me duly sworn did say, each for himself, that he, the said Lalif A. Campbell is the President of L. A. CAMPBELL CONSTRUCTION CO., 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 said Lalif A. Campbell each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

Ana B. Bergeson
NOTARY PUBLIC

MY COMMISSION EXPIRES: November 5, 1968 RESIDING AT: Bountiful, Utah