

PROTECTIVE COVENANTS FOR ARTISTIC SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

That FRANK H. HAYES and MARIAN M. HAYES, his wife, of Bountiful, Davis County, Utah, being the owner of all of Lots 26 through 41 of Artistic Subdivision, a subdivision of part of the Southeast Quarter of Section 31, Township 2 North, Range 1 East, Salt Lake Base and Meridian, according to the official plat thereof on file in the office of the Davis County Recorder, hereby covenant and declare that the following protective covenants shall apply to Lot 26 through 41 inclusive within said Artistic Subdivision, and that said restrictions and protective covenants will be incorporated in all subsequent conveyances by Frank H. Hayes and Marian M. Hayes, their successors and assigns.

12-1-1934
Original
Compared
Corrected

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 detached single-family dwelling not to exceed two and one-half stories in height and designed to accommodate not more than two cars.

2. ARCHITECTURAL CONTROL. No building shall be erected, altered, or placed 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 color and design with the surroundings, and as to location with respect to topography and natural elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line which shall be approved. Approvals shall be as provided under the following:

3. FENCE, WALL, GATE, GUARDRAIL AND SIGN. No auxiliary or secondary structure shall be erected on any lot less than 11,000 square feet that would be visible from the street. The intent and purpose of this covenant is to secure the highest quality of workmanship and materials and to secure the best possible results at the minimum cost stated hereunder. The minimum height of any building shall be one and one-half stories above ground and finished, exclusive of one-story open porches and terraces, and shall not exceed 11,000 square feet. No one-story dwelling, not less than

John L. Hayes
Marian M. Hayes

4. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 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 7,000 square feet.

5. 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.

6. 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.

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

8. MEMBERSHIP OF ARCHITECTURAL CONTROL COMMITTEE. The architectural control committee is composed of Frank H. Hayes, William M. Hayes, and Charles D. Glass, of 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 owner 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.

9. PROCEDURES. 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.


10. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under the


a period of twenty-one 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.

11. 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.

12. 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.

WITNESS the hands of the dedicating owners this 2nd day of July, 1959.


Frank H. Hayes


Marian M. Hayes

STATE OF UTAH SS:
COUNTY OF DAVIS

On the 2nd day of July, 1959, personally appeared before me, FRANK H. HAYES and MARIAN M. HAYES, the signers of the foregoing instrument who duly acknowledged to me that they executed the same.


Notary Public
Residing at Bountiful, Utah

My Commission expires:

7-11-1963