

PROTECTIVE COVENANTS
ELLIS PARK SUBDIVISION, BLOCK "A"
DAVIS COUNTY, UTAH
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P R O T E C T I V E C O V E N A N T S

For

ELLIS PARK SUBDIVISION, BLOCK "A"

Beginning at a point South $0^{\circ}05'$ East 2234.4 feet, North $89^{\circ}45'30''$ East 668.25 feet and South $89^{\circ}56'$ East 679.45 feet from the Northwest corner of the Northeast Quarter of Section 20, Township 2 North, Range 1 East, Salt Lake Base and Meridian, thence South $89^{\circ}56'$ East 184.25 feet; thence North $2^{\circ}44'30''$ West 363.47 feet; thence North $87^{\circ}15'30''$ East 132.00 feet; thence East 439.40 feet; thence North $1^{\circ}06'$ West 246.13 feet; thence South $68^{\circ}59'$ West 180.96 feet; to a point of tangency to a curve thence along a regular curve to the right with a radius of 75 feet; for an arc distance of 47.86 feet, thence North $74^{\circ}27'$ West 117.96 feet; thence North 161.09 feet; thence North $63^{\circ}12'29''$ East 75.67 feet; thence North 326.00 feet; thence South $67^{\circ}30'$ West 90.00 feet; thence South $78^{\circ}14'$ West 430.00 feet; thence South $2^{\circ}58'$ East 66.30 feet; thence South $89^{\circ}36'$ West 104.96 feet, thence South $9^{\circ}36'$ East 207.67 feet, thence South $15^{\circ}59'$ East 286.90 feet; thence South $2^{\circ}44'30''$ East 431.77 feet to beginning.

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 a private garage for not more than three cars.
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 9. Any and all constructions in this subdivision shall be new construction, constructed on the lot designated. The moving of buildings onto any lot in this subdivision will not be permitted.

3. DWELLING COST, QUALITY AND SIZE: No dwelling shall be permitted on any lot at a cost of less than \$16,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of these 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 at the minimum cost stated for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1100 square feet for a one-story dwelling, nor less than 1000 square feet for a dwelling of more than one story.
4. BUILDING LOCATION: 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 than 30 feet to the front lot line, or nearer than 30 feet to any side street line. No building shall be located nearer than 8 feet to any interior lot line and a total of 20 feet, except that no side yard shall be required for a garage or other permitted accessory building located 55 feet or more from the minimum building setback line. No building shall be located on any interior lot nearer than 2 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. LOT AREA AND WIDTH: No lot shall be resubdivided into, nor shall any dwelling be erected or placed on any lot having a width of less than 80 feet at the minimum building setback line or an area of less than 10,000 square feet.
6. EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved, as shown on the recorded plat.
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.
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.
9. MEMBERSHIP: The architectural control committee is composed of Charles A. Larsen, Ardelle F. Larsen, and John Howard Ellis, 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.

10. 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 30 days after plans and specifications have 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.

11. 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 twenty-five 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.

12. 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.

13. 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.

14. SEWAGE DISPOSAL: No individual sewage-disposal system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with standards and requirements which are substantially equal to or exceeding the minimum requirements for such systems as issued by the Utah State Board of Health. Approval of such system shall be obtained from the health authority having jurisdiction.

NOW THEREFORE, we, John Howard Ellis and Ivy S. Ellis, his wife; Charles A. Larsen and Ardelle F. Larsen, his wife, for the improvement of said property described herein, and to maintain higher values of the lots therein, do hereby declare said property to be subject to the Protective Covenants above given, for the terms prescribed therein.

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