

PROTECTIVE COVENANTS
HAPPY HOMES and
ALL OF BLOCK 19,
PLAT "G" KAYSVILLE
TOWNSITE SURVEY
DAVIS COUNTY, UTAH
DATED: February 26, 1957
RECORDED: March 5, 1957
BOOK 120 PAGE 140
INSTRUMENT NO. 164545

PROTECTIVE COVENANTS

WHEREAS, we Gordon Gurr and Leone H. Gurr, his wife, and William E. Gailey and Julia E. Gailey, his wife of Kaysville, Utah, are the owners of the following described tract of land situated in Davis County, State of Utah;

AND, WHEREAS, it is our desire to place restrictions of the following described property, for the improvement of said property, and to maintain higher value thereon, and for the protections of subsequent owners thereof.

NOW, THEREFORE, we do hereby declare that the following described tract of land shall be conveyed subject to the Protective Covenants set forth below.

All of Block 10, Plat "G", Kaysville Townsite Survey, including Happy Homes, a subdivision of part of said Block.

1. 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 one and one-half stories in height and a private garage for not more than two cars.
2. The ground floor area of the main structure, exclusive of one-story porches and garages, shall be not less than 800 square feet for a one-story dwelling, nor less than 900 square feet for a dwelling or more than one story.
3. No building shall be located on any lot nearer than 29 feet to the front lot line, or nearer than 20 feet to any side street line, No building shall be located nearer than 7 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 60 feet or more from the front lot line. No dwelling shall be located on any interior lot nearer than 8 feet to the rear lot line. For the purposes 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.
4. 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.

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

6. 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 subdivision sponsors as to quality of workmanship and materials harmony of external design with existing structures, and as to locations 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. This requirement shall cease on January 1, 1965.

7. 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 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.

8. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages.

9. Invalidity of any one of these covenants by judgment or court order shall in no wise affect any of the provisions which shall remain in full force and effect.

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