

PROTECTIVE COVENANTS

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WITNES, vs. Jack B. Wood and Beverly N. Wood, his wife and Joseph Herbert Wood and Freda B. Wood, his wife are the owners and possessors of the following described property situated in Davis County, Utah:

ALL OF WILLOW TERRACE PLAT "B", a subdivision of Part of Section 2, Township 1 North, Range 1 East, Salt Lake Meridian, in the City of South Salt Lake, Davis County, Utah.

And it is our desire and intent to place certain restrictions on the development of the lots included within said subdivision to insure a uniform development therein, and to advance the future value thereof.

NOW THEREFORE, we do hereby state and declare that all of said lots in said subdivision shall be henceforth conveyed subject to the following:

1. LAND USE AND BUILDING TYPE. All lots in the tract shall be known and described as residential lots. 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, except that a rental apartment would be permitted as part of the main dwelling, and private garages and/or carports.

No storage of campers, boats, trailers, snowmobiles or similar vehicles or recreation equipment shall be permitted on the lot, unless parked at least 30 feet back from the front lot line of said property.

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 set back line unless similarly approved. Approval shall be as provided in Paragraph 14.

3. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$17,000 excluding lot, based upon cost levels prevailing on the date these covenants are recorded. It being the intention and purpose of the covenant 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 herein 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 500 square feet for a one-story dwelling, nor less than 300 square feet for a dwelling of more than one story.

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 set back lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 20 feet to the front lot line, or nearer than 20 feet to any side street line.

(b) No building shall be located nearer than eight feet to the rear lot line, except that no side yard shall be required for a garage or other permitted accessory building located 50 feet or more from the front lot line. No dwelling shall be located on any interior lot nearer than 20 feet to the rear lot line.

(c) For the purpose of this covenant, porch, screen, and open porches shall not be considered as part of a building. However, this does shall not be construed to permit any portion of a building on a lot to overhang upon another lot.

5. SET BACKS FROM STREET. No dwelling shall be erected on any lot so near the street as to be less than 60 feet in the distance from the street line nor shall any building be erected or placed on any lot so near or as a or less than 5,000 square feet, except that a dwelling may be erected on a lot as shown on the recorded plat, provided that the minimum setback requirements are met on the street front.

6. FENCES. No fence shall be erected on any lot so near the street as to be less than 5,000 square feet, except that a fence may be erected on a lot as shown on the recorded plat, provided that the minimum setback requirements are met on the street front.

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RECORDED IN THE OFFICE OF THE COUNTY CLERK OF DAVIS COUNTY, UTAH, ON THIS 10TH DAY OF MARCH, 1964.

Notary Public for Utah

the rear five feet of each lot. Within these enclosures, 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 irrigation or drainage channels, or which may obstruct or retard the flow of water through irrigation or 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.

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 or storage of any articles which are unsightly in the opinion of the Architectural Control Committee will be permitted in carports, unless in enclosed areas built and designed for such purpose. No automobiles, trailers, boats or other vehicles are to be stored on streets or front and side lots unless they are in running condition, properly licensed and are being regularly used. (See #1 above for storage of vehicles.)

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

9. SIGNS. 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.

10. OIL PROBLEMS AND HAZARDS. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, barrels, similar excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in looking for oil or natural gas shall be erected, maintained or permitted upon any lot.

11. LIVESTOCK AND POULTRY. No swine, 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 sold for any commercial purpose and are restricted to the owner's premises or on leash under handler's control.

12. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other refuse shall not be kept except in sanitary containers. All indiscriminate or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Each lot and its abutting streets are to be kept free of trash, weeds and other refuse by the lot owner. No unsightly materials or other objects are to be stored on any lot in view of the general public.

13. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 5 feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street front, lines and lines 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 which is less than 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 following line is maintained at such time, in order to prevent obstruction of such sight lines.

14. ARCHITECTURAL CONTROL

(a) Remission. The Architectural Control Committee is composed of five members, two shall be appointed by the Board of Directors and three shall be appointed by the Board of Directors. The Board of Directors shall have the power to amend the bylaws of the committee. The committee shall be authorized to investigate and report to the Board of Directors on any proposed construction or other activity which may be a nuisance or otherwise objectionable to the neighborhood. The committee shall have the power to require the applicant to submit plans and specifications for the proposed activity. The committee shall have the power to require the applicant to submit a plan of site showing the proposed activity and its location on the lot. The committee shall have the power to require the applicant to submit a plan of site showing the proposed activity and its location on the lot. The committee shall have the power to require the applicant to submit a plan of site showing the proposed activity and its location on the lot.

(b) Procedure. The committee's approval by signature or 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 a plan and specifications have been submitted to it, or in any event, if no suit or injunction has been commenced prior to the expiration thereof, approval will not be denied and the related covenants shall be deemed to have been fully complied with.

10. GENERAL PROVISIONS.

(a) Term. The 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 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.

(b) Enforcements. 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.

(c) 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, our hands, this 15 day of October, 1973, A.D.

Jack B. Wood
Jack B. Wood

Joseph Herbert Wood
Joseph Herbert Wood

Beverly N. Wood
Beverly N. Wood

Freda B. Wood
Freda B. Wood

STATE OF UTAH)
) SS
COUNTY OF DAVIS)

On the 15th day of October, 1973 A.D., personally appeared before me JACK B. WOOD and BEVERLY N. WOOD, his wife and JOSEPH HERBERT WOOD and FREDA B. WOOD, his wife, the signers of the within instrument, who duly acknowledged to me that they executed the same.

Joseph K. [Signature]
Notary Public

My Commission Expires Jan 22, 1975
Residence at North Salt Lake, Utah