

DAVIS COUNTY, UTAH
MOUNTAIN VIEW
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OUTLINE OF PROTECTIVE COVENANTS FOR DEVELOPMENT OF
"MOUNTAIN VIEW".

PART A. PREAMBLE.

For the purpose of sound development of this area, to maintain value levels and contribute to the character of this neighborhood, we, Gordon Gurr and Leone H. Gurr, his wife, of Salt Lake City, Utah, the legal owners of the within described land cause these restrictions and protective covenants to be placed upon this property:

PART B. DESCRIPTION OF AREA PROTECTED BY THESE COVENANTS.

All of Mountain View, a subdivision of part of Sections 21 and 22, in Township 4 North, Range 1 West, Salt Lake Base and Meridian, according to the plat thereof recorded in the office of the County Recorder of Davis County, Utah.

PART C. RESIDENTIAL AREA COVENANTS.

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 one and one-half stories in height and a private garage for not more than two cars, except that more than one family may occupy the house located on Lot 1 of said Mountain View.
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 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. Approval shall be as provided in Part D.
3. Dwelling Cost, Quality and Size. No dwelling shall be permitted on any lot at a cost of less than \$6,000.00 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 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 750 square feet for a one-story dwelling, nor less than 750 square feet for a dwelling of more than one story.

4. Building Location. No building shall be located on any lot nearer than 27 feet to the front lot line, or nearer than 14 feet to any side street line. No building shall be located nearer than 8 feet to an interior 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 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, except that on Lot 21, no building shall be located nearer than 22 feet to the front lot line.

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 57 feet at the minimum building setback line or an area of less than 6,000 square feet. Except that any lot as shown on the recorded plat may be built upon without change.

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.

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.

PART D. ARCHITECTURAL CONTROL COMMITTEE.

9. Membership. The architectural control committee is composed of Gordon Gurr, Clarence S. Simmons, and Ruth E. Simmons. 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 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.

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 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.

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 provisions which shall remain in full force and effect.
