

*Ballard Acres
60 Lots*

WHEREAS, GARDNER-STONE CO., A Partnership, is the owner and possessor of the following described property located in Davis County, State of Utah:

All of BALLARD ACRES SUBDIVISION, a subdivision of part of Section 1, Township 1 North, Range 1 West, Salt Lake Meridian, according to the official plat thereof.

NOW, THEREFORE, we do hereby declare said property to be subject to the following restrictions, and that all lots in said tract shall be conveyed subject to the restrictions set forth in the following, to-wit:

1. PERSONS BOUND BY THESE RESTRICTIONS

That the covenants and Restrictions are to run with the land and all persons and corporations who now own or shall hereafter acquire any interest in any of the land hereinbefore described shall be taken and held to agree and covenant with the owners of said land and with their heirs, successors and assigns, to conform to and observe the following covenants, restrictions and stipulations as to the use thereof and the construction of residences and improvements thereon for a period from date hereof to July 1, 1984, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of a majority of the then owners of said lots and land it is agreed to change said covenants in whole or in part.

2. USE OF LAND: COST: FRONTAGE:

That none of said land or fraction thereof, shall be improved, used or occupied for any other than private residence purposes, and no store, flat or apartment house thereof intended for residential purposes shall be erected thereon. Any residence erected or maintained thereon shall be designed for not more than occupancy by one family and shall be detached single-family dwellings not to exceed one and a half stories in height and a private garage for not more than three cars. The ground floor square foot area of the main structure, exclusive of one-story open porches and garages, or any single family residence, erected on said lands shall not be less than one thousand square feet (1000).

3. DWELLING SET BACK AND FREE SPACE

No building shall be erected on any residential building plot nearer than 25 feet to the front lot line, nor nearer than 15 feet to any side street line. No building except a detached garage or other outbuilding located 70 feet or more from the front lot line, shall be located nearer than 8 feet to any side lot line. No residence or attached appurtenance shall be erected on any lot farther than 40 feet from the front lot line. No fence, wall, hedge, or other object of similar design may be constructed on any lot nearer the street line than the front house line, nor shall any fence, wall, hedge, or other object of similar design, to be constructed on any lot to a height greater than six feet.

4. SIZE OF LOTS

Said land, or any part thereof, shall not be re-subdivided into building plats having less than 7,000 square feet or area or a width of less than 65 feet at the front building set back line.

5. TEMPORARY RESIDENCES PROHIBITED

No trailer, basement, tent, shack, barn or other outbuilding shall be erected in the tract nor shall any residence of a temporary character be permitted.

6. NUISANCES

No noxious or offensive trade shall be carried on upon any part of said land nor shall anything be done thereon which may be or become an annoyance of nuisance to the neighborhood. No animals or fowls shall be kept, housed, or permitted to be kept or housed on any lot or lots in said subdivision except such dogs, cats and birds as are kept as household pets.

7. COMMITTEE

No building shall be erected, placed, or altered on any building plot in this subdivision until the building plans, specifications, and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of R. N. Schluter, Newell P. Parkin, and T. D. Simpson or by a representative designated by a majority of the

Recorded at request of *Frances M. H. H. H.*
Date *JUL 17 1959*
By *Emily T. Eldredge*
Deputy Book
Filed *3:13 P*
Recorder Davis County
Page *536*
Book *147*

members of said committee. In the event of death of or resignation of any member of said committee the remaining member or members shall have full authority to approve or disapprove of such design and location, or to designate a representative with like authority. In the event said committee, or its designated representative, fails to approve or disapprove such design and location within thirty (30) days after plans and specifications have been submitted to it or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the members of such committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee, and of its designated representative, shall cease on and after July 1, 1969. Thereafter the approval described in this covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

8. VIOLATIONS AND DAMAGES

If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants or restrictions herein before July 1, 1984, it shall be lawful for any other person or persons owning any of said land to prosecute any proceedings at law or in equity against the person or persons violating any such covenant or restriction and either to prevent him or them from so doing or to recover damages or other dues for such violation.

9. UTILITY EASEMENT

An easement is reserved over the rear five (5) feet of each lot for utility, installation, and maintenance.

10. SAVING CLAUSE

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.

GARDNER-STONE CO., A PARTNERSHIP

By [Signature] Partner

BY [Signature] Partner

STATE OF UTAH)
)
) SS
COUNTY OF DAVIS)

On the 4th day of June, A. D. 1959, personally appeared before me Roscoe H. Gardner and Athol A. Stone, doing business as GARDNER-STONE CO., who, being by me duly sworn did say that they executed the within instrument.

My commission expires March 14, 1961
Residing at Woods Cross, Utah

[Signature]
Notary Public