

See Amendment on Book 6 Page 579

RESTRICTIVE COVENANTS

The following restrictions are hereby created and declared to be covenants running with the title and land hereinafter described and each and every part thereof and the undersigned owners hereby declare that the aforesaid land above referred to is to be held and shall be conveyed subject to the following reservations, restrictions, and covenants hereinafter set forth:

A. All lots in the tract shall be known and described as residential lots. No structures shall be erected, altered, placed, or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed one and one-half stories in height and a private garage not for more than two cars.

B. 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 Edward F. Pedersen, Karl Buehner, and Phillip Buehner, or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member, or members, within 30 days after such 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 continue and after 1st day of January, 1958. Thereafter the powers and duties in this Covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed, and the record owners of a majority of the lots in this subdivision, and recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said Committee.

C. No building shall be located on any horizontal building line nearer than 25 feet to the front lot line, nor nearer than 10 feet to any side street line. No building, except a detached garage or other outbuilding located 60 feet or more from the front lot line, shall be located nearer than 10 feet to any side lot line. No porch, deck, or attached appendage shall be erected on any lot nearer than 10 feet from the front lot line.

D. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be deemed an annoyance or nuisance to the neighborhood.

E. No trailer, basement, tent, shack, garage, barn, or other building shall be erected in the tract and no building shall be erected, altered, or repaired or permanently, nor shall any structure or building, or any part thereof, be used as a residence.

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F. No dwelling consisting of less than 800 square feet and built of masonry construction, shall be permitted on any lot in the tract, nor occupied by anyone other than the Caucasian race.

G. An easement is reserved over the rear 5 feet of each lot for utility installation and maintenance.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1972, at which time said Covenants shall be automatically extended for successive periods of 10 years unless by vote of a majority of the then owners of the lots it is agreed to change said Covenants in whole or in part.

If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the Covenants herein it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such Covenant or either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any one of these Covenants by judgement or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

These Restrictive Covenants applies to Pedersen Subdivision located in Davis County, Utah containing 86 lots. 19 Acres More or less.

*Edward J. Pedersen*  
*Richard Pedersen*  
*James J. Pedersen*

*Salt Lake City, Utah*  
*Sept. 9, 1948*



*Robert D. Jones*  
*Notary Public*

*Commission expires June 15, 1952*  
*Residing in Salt Lake City, Utah*

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*Edna R. Anderson, Dep*