Prestwood Sub.

105656

PROTECTIVE COVENANTS for Plat "A" CRESTWOOD SUBDIVISION

410

Subdivision of a part of Section 17, Township 2, North, Range 1 East, Salt Lake Meridian.

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 two and one-half stories in height and private garage for not more than three cars.

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 setback line unless similarly approved. Approval shall be as provided in Part 9. Any and all constructions in this subdivision shall be new construction, constructed on the lot disenacted. The moving of buildings onto any lot in this subdivision will not be permitted. Homes constructed with cinder, pummis, cement blocks, or any similar block for exterior walls will only be accepted where they are completely stuccoed.

3- DWELLING COST, QUALITY AND SIZE

No dwelling shall be permitted on any lot at a cost of less than \$6500.00 based upon cost levels preveiling 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 matexials 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 720 square feet for a one-story dwelling, nor less than 729 square feet for a dwelling of more than one story.

4- BUILDING LOCATION

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 30 feet to the front lot line, or nearer than 20 feet to any side street line. No building shall be lo-cated nearer than 10 feet to any interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 45 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 5 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.

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 65 feet at the Minimum building setback line or any area of less than 7500 square feet.

6- EASEMENTS.

Easements for installation and maintenance of utilities, irrigation 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 temporabily or permanently.

9- MEMBERSHIP

The architectural control committee is composed of Charles A. Larsen, Ardelle F. Larsen and Reuben D. Larsen. All at Bountiful, Utah. 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 mejority 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 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.

11- TERMS

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 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.

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 vovenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

14-- SEWAGE DISPOSAL.

No individual sewage-disposal system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with standards and requirements which are substantially equal to or exceed the minimum requirements for such systems as issued by the Utah State Board of Health. Approval of such system shall be obtained from the health authority having jurisdiction.

Gradelle J. Larsen

Beuben D. Larsen, Eng

STATE OF UTAH) SS. COUNTY OF DAVIS)

On the 9th day of March, A. D. 1949, personally appeared before me Charles A. Larsen and Ardelle F. Larsen, his wife, the signers of the within instrument, who duly acknowledged to me that they executed the same.

0799 0799 0799 0799 0799

Notary Public Residing at: Salt Lake City, Utah Com. Expires: April 4, 1950

Platted D	Abstracted	2
On Margin	Indexed 🗹	
Compared 🖂	Entered	

State of Little County of Davis	MAR I 0 1949
Filed	MAR TO MAKE
At 2:35	o'clock@
500k	Clock Zw
- GRACE C	STEVENSON
41 0	No.
Elma R	anderson
	•