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384

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Recorded at request of Henry A. Grace
 Date JUN 21 1950 By Transcript & Co. Deputy Book 14 Sylvanson Recorder Deak County
 Filed ☐ Abstracted ☐
 On Margin ☐ Indexed ☐
 Compared ☐ Entered ☐
 Fee Paid 2.50 Page 384

WHEREAS, THE UNDERSIGNED JAMES L. STRONG AND MARJORIE J. STRONG, HIS WIFE, ARE THE OWNERS OF THE FOLLOWING DESCRIBED TRACT OF LAND:

ALL OF BLOCK 6, PLATE 44, KAYVILLE TOWNSHIP SURVEY, TOGETHER WITH A STRIP OF LAND 13 FEET WIDE ALONG THE WEST LINE OF SAID BLOCK, AND WHEREAS, IT IS THE DESIRE AND INTENTION OF SAID PARTIES TO IMPOSE AND PLACE CERTAIN PROTECTIVE COVENANTS ON SAID PROPERTY WHICH ARE DESIGNED TO FURTHER PROTECT SAID PROPERTY AND ENHANCE THE VALUE THEREOF, AND TO FURTHER PROTECT FUTURE OWNERS OF ALL OR PART OF SAID PROPERTY.

NOW THEREFORE, BE IT KNOWN THAT SAID PROPERTY IN THE FUTURE SHALL BE OWNED AND ENJOYED SUBJECT TO THE FOLLOWING PROTECTIVE 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 AND A PRIVATE GARAGE FOR NOT MORE THAN TWO CARS, AND OUTBUILDING INCIDENTAL TO RESIDENTIAL USE BUT NOT OFFENSIVE TO RESIDENTS THEREON.
2. ARCHITECTURAL CONTROL: NO BUILDING OF ANY KIND WHATSOEVER 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 RESIDUAL WITH EXISTING STRUCTURES, AND AS TO LOCATIONS WITH RESPECT TO TOPOGRAPHY, LAND, RUSH 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 STATUTORILY APPROVED. APPROVAL SHALL BE AS PROVIDED IN PARTS 9 & 10.
3. DWELLING COST, QUALITY, AND SIZE: NO DWELLING SHALL BE PERMITTED ON ANY LOT AT A COST OF LESS THAN \$7000.00 BASED UPON COST OF MATERIALS. IN ADDITION, ON THE DATE THESE COVENANTS ARE RECORDED, THE OWNER SHALL BE RESPONSIBLE FOR 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. THE MINIMUM BUILDING SETBACK LINE FOR STRUCTURES PERMITTED DWELLING SIZE AND THIS GROUND LINE SHALL BE NOT LESS THAN 800 SQUARE FEET FOR A ONE STORY DWELLING AND 1200 SQUARE FEET FOR A DWELLING OF MORE THAN ONE STORY.
4. BUILDING LOCATION: NO BUILDING SHALL BE ERECTED OR PLACED ON ANY LOT NEARER THAN 25 FEET TO THE FRONT LOT LINE OR NEARER THAN 10 FEET TO THE SIDE LOT LINE. NO BUILDING SHALL BE LOCATED NEARER THAN 10 FEET TO ANY STREET OR DRIVE EXCEPT THAT HOUSING YARD SHALL BE LOCATED NEARER THAN 10 FEET TO ANY STREET. ACCESSORY BUILDING LOCATED NEARER THAN 10 FEET TO ANY STREET SHALL BE PERMITTED FOR PURPOSES OF THIS COVENANT. EXCEPT WHERE SHOWN OTHERWISE ON THE PLANS, NO BUILDING SHALL BE CONSIDERED AS A PART OF THE BUILDING. HOWEVER, IF THE BUILDING IS TO BE CONSTRUCTED TO PERMIT AN ADDITION TO THE BUILDING, THE ADDITION SHALL NOT BE CONSTRUCTED NEARER THAN 10 FEET TO ANY STREET OR DRIVE OR TO THE FRONT OF ANOTHER LOT.
5. LOT AREA AND LOT COVER: NO LOT SHALL BE USED FOR ANY PURPOSE UNLESS ANY BUILDING BE ERECTED OR PLACED ON ANY LOT SHALL BE IN ACCORDANCE WITH THE MINIMUM BUILDING SETBACK LINE OR ANY OTHER REQUIREMENT OF THE CITY OF KAYVILLE.
6. NUISANCES: NO NOXIOUS OR OFFENSIVE VAPOR, FUMES, OR GASES SHALL BE EMITTED FROM ANY LOT, NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BECOME A NUISANCE OR NUISANCE TO THE NEIGHBORHOOD.
7. TEMPORARY STRUCTURES: NO STRUCTURE OF A TEMPORARY CHARACTER, SUCH AS A BASEMENT, TENT, GARAGE, BARN, OR OTHER OUTBUILDING, SHALL BE USED ON ANY LOT AT ANY TIME AS A RESIDENCE EITHER TEMPORARILY OR PERMANENTLY.
8. ANIMALS: NO LIVESTOCK OF ANY DESCRIPTION SHALL BE HOUSED OR OTHERWISE EITHER TEMPORARILY OR PERMANENTLY ON ANY LOT.

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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 ADMINISTRATIVE AGENT, IS TO APPROVE OR DISAPPROVE WITHIN 30 DAYS AFTER PLANS AND SPECIFICATIONS HAVE BEEN SUBMITTED TO IT, OR IN ANY EVENT, IF NO SUCH APPROVAL WILL NOT BE REQUIRED AND RELATED COVENANTS SHALL BE DEEMED TO HAVE BEEN DULY COMPLIED WITH.

11. TERMS. THESE COVENANTS ARE TO RUN WITH THE LAND AND SHALL BE BINDING ON ALL PARTIES AND ALL PERSONS OBTAINING UNDER THEM FOR A PERIOD OF TWENTY (20) YEARS FROM THE DATE THESE COVENANTS ARE RECORDED. AFTER THE END OF THE 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 ESTATE HAS BEEN RECORDED AGREEING TO CHANGE SAID COVENANTS TO A USE OR PURPOSE OTHER THAN THAT SET FORTH HEREIN.

12. ENFORCEMENT.

12. ENFORCEMENT. ENFORCEMENT SHALL BE BY PROCEEDING 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.

3. SEVERABILITY. INVALIDATION OF ANY ONE OF THESE COVENANTS BY JUDICIAL OR COURT ORDER SHALL IN NO WISE AFFECT ANY OF THE PROVISIONS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

State of Utah
County of Davis

On this 19th day of June, 1960, James L. String and I, James L. String, do hereby acknowledge to me that they have given me the sum of \$100.00.

James F. Long
1838

Commissioner, Essex Superior Court
Residing at 450 N. 11th St., Lowell, MA 01850

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the following
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WITNESS

Signed in

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