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Woodland Sub. all

203

Recorded at request of  
Date. AUG 25 1951

at 10:09 A.M. *Ervin T. Eldridge*

Per Plat 3.70

Deputy Book

29

Page 203

By

Platted

On Map

Compared

## COVENANTS

THESE COVENANTS shall run with the land known and platted as WOODLAND SUBDIVISION, a subdivision, Bountiful, Davis County, State of Utah, and each and every part thereof, which subdivision is described as follows, to-wit:

Woodland Subdivision, according to the official plat thereof recorded in the office of the County Recorder of Davis County, Utah.

These Covenants shall be binding on all parties and all persons claiming under them until July 1, 1976, at which time said Covenants shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the then owners of the lots it is agreed to change, modify or abolish said Covenants in whole or in part.

If the parties hereto, or any of them or their successors, 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 subdivision to prosecute any proceedings, at law or in equity against the person or persons violating or attempting to violate any such Covenant and either to prevent him or them for so doing or to recover damages for such violation.

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.

No structures shall be erected, altered, placed or permitted to remain on any residential building lot other than a one story, one and one-half story, or two story detached single family dwelling and not more than a two-car garage.

No building shall be erected, placed, or altered on any building lot in this subdivision until the building plans and specifications and lot

*McGraw Street Co*

plan showing the location of such building have been approved in writing as to conformity and harmony of external design and 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 the directors of Peak Improvement Company or by a representative designated by a majority of the members of said committee. The remaining member or members shall have full authority to approve or disapprove 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 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 cease on and after June 1, 1961. 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.

No building shall be located on any residential building lot nearer than thirty-five feet to the front lot line, nor nearer than twenty-five feet to any side street line.

No residential structure shall be erected or placed on any building lot which lot has an area of less than five thousand sq. ft. or a width of less than sixty-two feet at the front building setback line.

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

The minimum distance between dwellings shall be twenty feet.

No trailer, basement, tent, shack, garage, barn, or other out-building erected in the tract shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 850 square feet in the case of a one story single family structure nor less than 1200 square feet in case of a one and one-half or two story structure.

Easements for the construction, operation and maintenance of utilities shall be reserved as shown on the official plat of Woodland Subdivision.

IN WITNESS WHEREOF, the owners of all the lots in the above mentioned WOODLAND SUBDIVISION, a subdivision in Bountiful, Utah, have this 10th day of July 1951, caused these presents to be executed.

PEAK IMPROVEMENT COMPANY, a Utah Corporation

By H. S. Culp Jr.  
President

STATE OF UTAH )

COUNTY OF SALT LAKE )

On this 10th day of July 1951, before me appeared H. S. Culp Jr., to me personally known, who being by me duly sworn did say that he is the President of PEAK IMPROVEMENT COMPANY, a Utah Corporation, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors and that the said H. S. Culp Jr., acknowledged said instrument to be the free act and deed of said corporation.

My Commission Expires:

June 1, 1952  
Notary public  
Residing at Salt Lake City, Utah.