

PROTECTIVE COVENANTS  
RUFILIN CIRCLE SUBDIVISION  
DAVIS COUNTY, UTAH  
DATED: MAY 22, 1952  
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PROTECTIVE COVENANTS  
FOR  
RUFILIN CIRCLE SUBDIVISION

Beginning on the East line of a 4 rod street at a point which is South 433.95 feet and N 88° 52' W 180.18 feet from the center of section 25, T2N, R1W, S1B and M; thence S 0° 15' W along said street 468.93 feet; thence S 88° 52' E 330 feet; thence N 0° 15' E 468.93 feet; thence N 88° 52' W 330 feet to the point of beginning.

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 or double family dwelling not to exceed two and one-half stories in height and private garage for not more than three cars, except Lots 13 and 14 which are reserved for a two story four-family unit apartment.

2. 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 designated. The moving of buildings onto any lot in this subdivision will not be permitted.

3. DWELLING COST, QUALITY AND SIZE.

No dwelling shall be permitted on any lot at a cost of less than \$7,000.00 based upon cost levels prevailing 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 materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated 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 700 square feet for a one-story dwelling, nor less than 650 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 setback 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 25 feet to any side street line. No building shall be located 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 building shall be located on any interior lot nearer than 2 feet to the rear lot line. For the purpose 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. (include any exceptions by lot number and permitted minimum.)

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 and drainage facilities are reserved as will be shown on proposed plats to be recorded at a later date, 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 temporarily or permanently.

9. MEMBERSHIP.

The architectural control committee is composed of Otto Ruffin, Blanche N. Ruffin and Charles A. Larsen, all residing 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 majority 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 covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 (thirty) 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. TERM.

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-five years from the date these covenants are recorded, after which time 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 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 covenants 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 exceeding 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.

15. SIDE YARD EXCEPTIONS.

Residential buildings erected with an attached garage, on interior lots in Ruffin Circle Subdivision shall have a side yard along each lot line. The minimum width of any such side yard shall be six (6) feet on the garage side and ten (10) feet width on the other side; and the total width of the two side yards shall not be less than sixteen (16) feet.

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