

Recorded at request of *Security Title* Fee Paid *6.20*
Date NOV 24 1952 P.M. EMILY T. ELDRIDGE
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PROTECTIVE COVENANTS

Walter G. Adams
184-1-47-20

WHEREAS, the undersigned H. K. Stephenson and June I. Stephenson, his wife, and A. D. Stephenson and Allida Stephenson, his wife, and D. P. Stephenson and Agnes J. Stephenson, his wife, and Fred Glauser and Martha Glauser, his wife, and Daniel L. Imhoff and Viola J. Imhoff, his wife, are the owners of the following described tract of land:

Beginning on the North line of a street at a point 33 feet North and 264 feet South 89°52' West along the North line of said street from the Southwest corner of the Northeast quarter of the Southeast quarter of Section 1, Township 4 North, Range 2 West, Salt Lake Meridian, in the City of Clearfield, County of Davis, State of Utah, and running thence North 89°52' East 320.4 feet along the North line of said street; thence North 363 feet; thence North 89°52' East 120 feet; thence South 223 feet to a point 140 feet North of the North line of said street; thence North 89°52' East 480 feet parallel to the North line of said street; thence South 20 feet; thence North 89°52' East 232 feet parallel to the North line of said street; thence North 110 feet to the Southwesterly right of way line of the Davis and Weber Counties Canal Company; thence North 46°29' West 680 feet, more or less, along said right of way; thence North 39°44' West 549.5 feet along said right of way; thence North 33°33' West 210 feet, more or less, along said right of way to the North line of the Southeast quarter of said Section 1; thence West 200 feet, more or less, to a point 264 feet West of the Northeast corner of the Northwest quarter of the Southeast quarter of said Section 1; thence South 1278 feet to the point of beginning, including all of West Gate Addition, located within said property.

AND WHEREAS, it is the desire of said owners to restrict their respective ownerships within said property, to obtain and maintain a high quality of ownership, to maintain high values, and to protect said owners, their heirs, Administrators, Executors and Assigns,

NOW THEREFORE, for said purpose, the said Owners hereby declare that said property shall be held and owned in the future subject to the following Protective Covenants, Restrictions and Conditions:

1. 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 one and one-half stories in height and a private garage for not more than two cars.
2. 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 locations with respect to topography and finished grade elevation. The Architectural Control Committee is composed of H. K. Stephenson, A. D. Stephenson, and Daniel L. Imhoff. 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. 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 duly complied with.
3. 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 herein for the minimum permitted dwelling size. The ground floor area of the mainstructure, exclusive of one-story open porches and garages, shall not be less than 800 square feet.

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