

Hillside Sub

144894

PROTECTIVE COVENANTS

Hillside Sub
all lots

Marion S. Harrison and

WHEREAS, Clyde E. Williams and Geraldine H. Williams, his wife, and Hal N. Harrison, her husband, and Mary A. Midgley, and MIDGLEY - HUBER, a partnership are the owners of the following described real estate situated in Davis County, State of Utah, to-wit:

All of HILLSIDE SUBDIVISION.

Whereas, said Owners, and each of them desire to place restrictions against the title to said real estate,

Now, Therefore, in consideration of the premises, the following restrictions are hereby created and declared to be covenants running with the title and land herein before described and each and every part thereof and the undersigned owners hereby declare that the aforesaid land above referred to is to be held and should be conveyed subject to the following reservations, restrictions and covenants hereinafter set forth:

- A. All Lots in the tract shall be known and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than one single family dwelling not to exceed two stories in height or a two family dwelling of approved type and a private garage for not more than two cars.
- B. No building shall be located on any residential building plot nearer than 20 feet to the front lot line, or nearer than 8 feet from any side lot line, and the total width of the two side yards shall not be less than 18 feet.
- C. The ground floor area of the main structure, exclusive of one-story open porches, and garages shall not be less than 900 square feet. All dwellings shall be constructed of new material and no buildings may be constructed or moved on to any lot until owner of such dwelling plans and/or structure has the written approval from the subdivision sponsors, or from a representative committee of three lot owners.
- D. No temporary or sub-standard structure of any kind shall be used as a residence temporarily or permanently.
- E. 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 an annoyance or nuisance to the neighborhood.
- F. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1980.
- G. If the parties hereto, or any of them, or their heirs or assigns shall violate or attempt to violate any of the covenants herein it shall be lawful for any other persons or person owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues from such violations.
- H. 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.

IN WITNESS WHEREOF, the Owners of the tracts of real estate hereinabove mentioned this 22 day of March, 1955, have caused these presents to be executed.

Platted Abstracted
 On Margin Entered
 Compared Entered

Clyde E. Williams
Geraldine H. Williams
Hal N. Harrison
Marion S. Harrison

MIDGLEY - HUBER, a partnership,

By Rushby C. Midgley

Mary A. Midgley

STATE OF UTAH)
) SS.
COUNTY OF DAVIS)

On the 22 day of March 1955, personally appeared before me, Clyde E. Williams and Geraldine H. Williams, his wife, and Hal N. Harrison, a and Marion S. Harrison, his wife, and Mary A. Midgley the signers of the above instrument, who duly acknowledged to me that they executed the same.

Blair A. Johnston
Notary Public

Residing at: Bountiful, Utah

Com. Expires: July 10, 1958

STATE OF UTAH)
) SS.
COUNTY OF DAVIS)

On the 22 day of March, 1955, personally appeared before me Rushby C Midgley, who being by me duly sworn, did say that he is one of the partners of Midgley-Huber, a copartnership, and that the within and foregoing instrument was signed in behalf of said partnership by authority of its by-laws and said Rushby C Midgley duly acknowledged to me that said partnership executed the same.

Blair A. Johnston
Notary Public

Residing at: Bountiful, Utah
Com. Expires: ~~XXXXXX~~ July 10, 1958