

145571

PROTECTIVE COVENANTS

Whereas, A. J. Niederhauser and Violet B. Niederhauser, his wife, are the owners of the following described real estate situated in Clearfield, Davis County, State of Utah.

All of lots 1 to 47, inclusive, AL - VITA PARK, a subdivision of part of N.W. 1/4 of section 1, Township 4 North, Range 2 West, Salt Lake Meridian U. S. Survey.

And whereas, said Owners, and each of them, desire to place restrictions on said property for the protection of present and future Owners thereof,

Now, therefore, in consideration of the premises, the following restrictions and Protective Covenants are hereby created and declared to be covenants running with the title and land herein-before described and each and every part thereof, to-wit:

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until July 1, 1970, at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

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 person or persons owning any real property 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 from so doing or to recover damages or other dues for such violation.

Invalidation of any one of those covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

1. All lots in the tract, shall be known and described as residential lots. No Structures shall be erected, altered, placed, or permitted to remain on any residential building plot other than one detached one-or-two family dwelling not to exceed two stories in height and a private garage for not more than two cars.

2. No building shall be erected, placed, or altered on any building plot in this Subdivision until the building plans, specifications, and floor plan showing the location of such building have been approved in writing by a committee conforming to and in harmony with existing structures in the Subdivision, and as to location of the building with topography and finished ground elevation, by a committee composed of Alma J. Niederhauser, Gerin K. Rich, and Edwin M. Higley, 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 within 30 days after said plans and specifications have been submitted to 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 January 1, 1960.

3. No building shall be located nearer to the front lot line than 30 ft. nor nearer than 15 ft. to any side street line. No building, except a detached garage or other building located 40 ft. or more from the front lot line shall be located nearer than 3 ft. to any side lot line.

4. No residential structure shall be erected or placed on any building plot which has an area of less than 6000 sq. ft. or a width of less than 60 ft. at the front building set back line.

5. 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.

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On Margin  Indexed   
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6. No trailer, basement, tent, shack, garage, barn, or other outbuilding 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.

7. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 750 sq. ft.

8. An easement is reserved over the rear five feet of each lot for utility installation and maintenance.

IN WITNESS WHEREOF, we have hereto affixed our signatures this 27 day of

April A.D. 1955.

A. J. Niederhauser  
Violet B. Niederhauser

STATE OF UTAH )  
COUNTY OF DAVIS)

On the 27 day of April, 1955, personally appeared before me A. J. Niederhauser and Violet B. Niederhauser, his wife, the signers of the within instrument, who duly acknowledged to me that they executed the same.



[Signature]  
Notary Public.  
Residing at: Alameda, Utah  
Comm. Expires: December 1956