

Recorded at request of Merrill L. Black Fee Paid 2.50
Date AUG 19 1955 at 9 00 AM EMILY I. ELDREDGE Recorder Davis County
By James R. Ryker Deputy Book 90 Page 515

149162 PROTECTIVE COVENANTS

Outline of Protective Covenants applying to CENTRAL HEIGHTS
SUBDIVISION, BLOCK B, Executed by Allen H. Barber and Nora W.
Barber, his wife, Charles F. Black and Marietta O. Black, his
wife, and Leander T. Thompson, a widower:

1. 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 a one or two family dwelling of a type having one side of the
basement with a minimum of 50% exposed for a basement apartment,
and a private garage for not more than two cars.

2. No building shall be located on any residential building
plot nearer than 25 feet to the front lot line, or nearer than
10 feet from the nearest wall of the dwelling to any side lot line
or nearer than 8 feet from the nearest wall of an attached garage,
or nearer than the city requirements for other out buildings.

3. The ground floor area of the main structure, exclusive of
open porches, and garages shall not be less than 1000 square feet.
All dwellings shall be constructed of new materials and no build-
ing may be constructed or moved on to any lot until owners of
such dwelling plans and/or structure has the written approval
from the subdivision sponsor, or if deceased, from a representative
committee of three lot owners.

4. No trailer, basement house, tent, shack, barn or other
outbuilding, in said tract shall at any time be used as a residence
temporarily or permanently.

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
which may become an annoyance or nuisance to the neighborhood.

6. An easement of 5 feet is reserved over the rear or side
of the lots, as is shown on the recorded plat, for cullinary pipe
lines, irrigation and drainage ditches and for utility installation
and maintenance.

7. These covenants are to run with the land and shall be
binding on all parties and all persons claiming under them until
January 1, 1970, and successive periods of 5 years unless a
majority of owners should vote changes.

8. If the parties hereto, or any of them, or their heirs or
assigns shall violate any of the covenants herein it shall be
lawful for any other persons 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 attempt-
ing to violate any such covenants and either to prevent him or them
from doing or to recover or other dues from such violations.

9. Invalidation of any of these covenants by judgment or
court order shall in no time effect any of the other provisions
which shall remain in full force and effect.

Dated:
August 15, 1955

Signed: Leander T. Thompson
Charles F. Black
Marietta O. Black
Nora W. Barber
Allen H. Barber

STATE OF UTAH :
COUNTY OF DAVIS: ss

On the 15th day of August, 1955 personally appeared before me
Allen H. Barber and Nora W. Barber, his wife, Charles F. Black and
Marietta O. Black, his wife, and Leander T. Thompson, a widower,
the signers of the within instrument, who duly acknowledged to me
that they executed the same.
NOTARY PUBLIC, Residing at Merrill L. Black