

Recorded at request of Merrill L Black Fee Paid 2.50
Date AUG 19 1955 at 9 AM Recorder Davis County
By Grace B Rybke Deputy Book 90 Page 515

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149162 PROTECTIVE COVENANTS

Central Hwy B.

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:

Abstracted
 Recorded
 Enrolled

Platted
On Margin
Compared Enrolled

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 building 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 culinary 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 attempting 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 :
ss

COUNTY OF DAVIS:

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