

By *Ernest H. Byrne*

County, Book

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PROTECTIVE COVENANTS
For
HILLSIDE GARDENS SUBDIVISION

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Hillside Gardens

PART A- RESIDENTIAL AREA COVENANTS

A-1 LAND USE AND BUILDING TYPE. 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 story in height and a private garage for not more than two cars.

A-2 ARCHITECTURAL CONTROL. 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 location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in Part A-8.

A-3 DWELLING COST, QUALITY AND SIZE: No dwelling shall be permitted on any lot at a cost of less than \$9,000.00 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 main structure, exclusive of one-story open porches and garages, shall be not less than 900 square feet for a one-story dwelling.

A-4 BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line than 30 feet unless otherwise approved for less by the Architectural Committee and in no case less than 20 feet. No building shall be located nearer than 8 feet on one side and 12 feet on the other side to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located at least 12 feet to the rear of the main house structure. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.

A-5 EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot.

A-6 NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

A-7 TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

A-8 MEMBERSHIP OF ARCHITECTURAL CONTROL COMMITTEE. The architectural control committee is composed of:

- Lauren W. Gibbs
- Ruben Mason
- Alton H. Sorenson

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.

A-9 PROCEDURE. 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 fully complied with.

A-10 TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods for 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

A-11 ENFORCEMENT. Enforcement. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

A-12 SEVERABILITY. Invalidation of any one of these covenants by judgement, or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

ATTEST:

We, the undersigned property owners of Hillside Gardens Subdivision, do hereby confirm and ratify these protective covenants this 25th Day of January 1956.

Ruben Mason
Flora P. Mason
Wm. M. Taggart

Mary Godke Gibbs
Lauren W. Gibbs
Alton H. Sorenson
J. H. Kingdon

STATE OF UTAH)
) SS.
COUNTY OF DAVIS)

On the 25th day of January, A. D. 1956, personally appeared before me Mary Godke Gibbs, and Lauren W. Gibbs, and J. H. Kingdon, and Annie M. Taggart, and R. Mason and Flora P. Mason, his wife, the signers of the within instrument, who duly acknowledged to me that they executed the same.

Gordon Gurr
 Notary Public.
 Residing at Kayville, Utah
 Com. Expires April 4, 1958.

