

PROTECTIVE COVENANTS  
TERRACE VIEW SUBDIVISION  
DAVIS COUNTY, UTAH  
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PROTECTIVE COVENANTS

DECLARATION, made this 10th day of April, 1956, by H. K. STEPHENSON and JUNE STEPHENSON, HUSBAND AND WIFE, of CLEARFIELD, DAVIS COUNTY, UTAH.

WHEREAS, H. K. STEPHENSON AND JUNE STEPHENSON, HUSBAND AND WIFE, are the owners of certain real property known as TERRACE VIEW SUBDIVISION, as officially recorded in the office of the Clerk of the County of Davis, State of Utah, and

WHEREAS, H.K. STEPHENSON and JUNE STEPHENSON, HUSBAND AND WIFE, desire to restrict the use and enjoyment of said land, and has for such purposes determined to impose on said premises certain covenants and restrictions, and does hereby declare that the above described property shall be held and shall be conveyed subject to the following covenants and restrictions.

1. 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 and one-half stories in height and a private garage for not more than two cars.

2. 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 locations with respects to topography and finished grade elevation. The Architectural Control Committee is composed of H. K. Stephenson and June Stephenson. In the event of death or resignation of either member of the committee, the remaining member shall have full authority to designate a successor. Neither of the members of the committee shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owner 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. 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 duly compiled with.

3. No dwelling shall be permitted on any lot at a cost of less than \$7,000.00 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 not be less than 800 square feet.
4. No building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 20 feet to any side street line. No building shall be located nearer than 8 feet to an interior lot line, including the rear lot line. For the purposes of this covenant eaves, steps, and open porches shall not be considered as a part of the 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 detached garage or other permitted accessory building may be located next to a side lot line in accordance with the Clearfield City Zoning Ordinance.
5. No lot shall be resubdivided into, nor shall any dwelling be erected or placed on, any lot having a width of less than 60 feet at the minimum building setback line or an area of less than 6,000 square feet.
6. Easements for installation and maintenance of utilities and drainage facilities are reserved over the rear five feet of each lot.
7. 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.
8. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently.
9. 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 of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded changing said covenants in whole or in part.
10. 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.

11. 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, H. K. STEPHENSON AND JUNE STEPHENSON have duly executed the foregoing covenants and restrictions and have caused their signatures to be hereunto affixed the day and year first above written.

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