

160083

PROTECTIVE COVENANTS

Rainbow Hills No. 2

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, KEITH ELWOOD CARLSON and VIOLA M. CARLSON, his wife; CLEO Y. HELLER; ...; LA MAR BAILEY and DARLENE BAILEY, his wife; DEE R. PACKARD and IVALUE L. PACKARD, his wife; ...; and ROSS TERRY ANDRUS and HELEN MELLOR ANDRUS, his wife are all of the owners of the following described real property situated in Davis County, State of Utah, to-wit:

Lots 1 to 10 Inclusive, RAINBOW HILLS ADDITION NO. 2, a subdivision of part of Section 31, Township 2 North, Range 1 East, Salt Lake Meridian.

THAT in consideration of the premises and of the mutual covenants herein contained we do hereby place the following Restrictions and Protective Covenants upon the above described real property as follows:

- 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 one single family dwelling not to exceed two stories in height or a two family dwelling of approved type and a private garage for not more than two cars, all buildings to be constructed in accordance with the Standard Building Code.
2. No building shall be located on any residential building plot nearer than 30 feet to the front lot line, or nearer than 6 feet from any side lot line. Buildings must be placed on lot to conform with Davis County regulations.
3. The ground floor area of the main structure, exclusive of one-story open porches, and garages shall not be less than 900 square feet. All dwellings shall be constructed of new material and no buildings may be constructed or moved on to any lot until owner of such dwelling plans and/or structure has the written approval from the subdivision sponsors, or from a representative committee of five lot owners.
4. No temporary or sub-standard structure of any kind shall 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 become an annoyance or nuisance to the neighborhood.
6. Sewage disposal shall be provided in accordance with the rules and regulations of the Davis County Health Board.
7. An easement of 5 feet is reserved over the rear and along one other side of each lot in said subdivision for culinary pipe lines, irrigation and drainage ditches and for utility installation and maintenance.
8. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1982.
9. 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 other person or 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 so doing or to recover damages or other dues from such violations.

(Continued)

SECURITY TITLE CO. recorded at 2:00 P.M. on SEP 18 1955. Fee Paid 3.60 Recorder Davis County Page 155. By Frank D. Byler Deputy

Platted On Margin Compared Abstracted Indexed Entered

10. 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 we have hereunto set our hands this 1st day of September A. D. 1956.

*Keith Elwood Carlson*  
Keith Elwood Carlson

Notary Public

*Viola M. Carlson*  
Viola M. Carlson

Notary Public

*La Mar Bailey*  
La Mar Bailey

*Dee R. Packard*  
Dee R. Packard

*Darlene Bailey*  
Darlene Bailey

Notary Public

*Ivalue L. Packard*  
Ivalue L. Packard

Notary Public

*Ross Terry Andrus*  
Ross Terry Andrus

Notary Public

*Helen Mellor Andrus*  
Helen Mellor Andrus

*Cleo Y. Heller*  
Cleo Y. Heller

STATE OF UTAH )  
                  ) ss.  
County of Davis )

On the 1st day of September A.D. 1956, personally appeared before me KEITH ELWOOD CARLSON and VIOLA M. CARLSON, his wife; CLEO Y. HELLER; LA MAR BAILEY and DARLENE BAILEY, his wife; DEE R. PACKARD and IVALUE L. PACKARD, his wife; ROSS TERRY ANDRUS and HELEN MELLOR ANDRUS, his wife.



the signers of the within Protective Covenants who duly acknowledged to me that they executed the same.

*Gordon G. Gordon*  
Notary Public

My Commission expires April 4, 1958 My residence is Kaysville, Utah