

166411 DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR ENCHANTED HOMES ADDITION 187

KNOW ALL MEN BY THESE PRESENTS, *Enchanted Homes*

THAT, whereas MODERN HOME BUILDERS, INC., a corporation, and JULIA COLETTI, a widow, of Sunset, Utah, are the owners of the following described real property situate in Davis County, State of Utah, to wit:

Lots 1 to 87, both inclusive, of Enchanted Homes Addition, in the City of Sunset, Utah, according to the official plat thereof recorded in the office of the County Recorder of Davis County, State of Utah.

and are desirous of granting restrictions and covenants affecting said property

NOW, THEREFORE, in consideration of the premises, the undersigned owners hereby declare the property hereinabove described subject to the following restrictions and covenants:

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1985, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

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 Addition to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any 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.

A. All lots in the tract shall be known and described as residential lots. No structures shall be erected, altered, placed, or permitted to remain on any residential building plot other than one detached single or double-family dwelling, not to exceed two stories in height, and a private garage for not more than two cars.

B. No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plans showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of R. L. Fairless, John U. Webber and Max G. Halliday, or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member(s) shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event said committee, or its designated representative fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it or in any event, if no suit to enjoin the erection of such building or the making of such alterations have been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the members of such committee, or its designated representative, shall be entitled to any compensation for services performed pursuant

The Amendment in Book 101 A-1000

to this covenant. The powers and duties of such committee, and of its designated representative, shall cease on and after January 1, 1983. Thereafter the approval described in this covenant shall not be required unless, prior to the said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded appointing a representative or representatives, who shall exercise the same powers previously exercised by said committee.

C. No building shall be located on any residential building plot nearer than 30 feet to the front lot line, nearer than 8 feet to any side lot line, or nearer than 20 feet to any side street line, provided that in the event the front yard setback is increased to 35 feet, the distance from the side street line may be decreased to 15 feet. A detached garage located no less than 15 feet to the rear of the residential building shall be built no nearer than 1 foot to the side yard line, nor nearer than 25 feet to any existing dwelling on adjacent property.

D. No residential structure shall be erected or placed on any building plot which plot has an area of less than 8,000 square feet or a width of less than 70 feet at a distance 30 feet back from the front lot line.

E. 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 any annoyance or nuisance to the neighborhood.

F. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently nor shall any structure of a temporary character be used as a residence.

G. No building shall be erected or moved onto any building plot which does not conform to the general architecture of the subdivision.

H. The ground floor area of the main building, exclusive of one-story open porches and garages, shall be not less than 350 square feet in the case of one-story, one-family structures; not less than 700 square feet in the case of a one and one-half or two story structure.

I. Basements are reserved over the rear lot lines, and on each side thereof, on each lot as shown on the recorded plat, for utility lines, water and maintenance.

D. Dated this 2 day of May, A.D., 1957.

BRADDOCK MUNICIPAL CORP.,
Mayor

STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

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On this 2 day of May, A.D., 1957, personally appeared before me WILLIS B. SERR, who being by me duly sworn did say that he, the said Willis B. Serr is the Vice President of Modern Home Builders, Inc., and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors, and said Willis B. Serr did duly acknowledge to me that said corporation executed the same and that the seal affixed is the seal of the corporation.


Notary Public residing in Salt Lake City,
Utah

My commission expires: 4/14/60

STATE OF UTAH)
COUNTY OF DAVIS) ss.

On this 4 day of May, A.D., 1957, personally appeared before me JULIA COLETTI, a woman, who being by me duly sworn did say that she executed the foregoing instrument for the purposes therein set forth.


Notary Public residing in:

My commission expires: 4/14/60