

PROTECTIVE COVENANTS
AMENDED PAUL SUBDIVISION
DAVIS COUNTY, UTAH
DATED: APRIL 10, 1958
RECORDED: APRIL 15, 1958
BOOK: 140 PAGE: 426
INSTRUMENT NO.: 176023

AMENDED PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, Zion Building & Realty Co. Inc., hereinafter called the Zion Building & Realty Co. Inc., has caused to be surveyed and platted the lands hereinafter described as Amended Part of PAUL SUBDIVISION and have caused the same to be divided into lots, streets and drives, and

WHEREAS, the property to be embraced within said subdivision described as follows:

All of lot 20 to 64, inclusive, Amended Part, Paul Subdivision, North Salt Lake, Davis County, Utah.

WHEREAS, said Corporation is desirous to creating restrictions and covenants affecting said property.

NOW THEREFORE, in consideration of the premises, the said Zion Building & Realty Co. Inc., a corporation does hereby declare the property hereinabove described subject to the following restrictions and covenants:

1. These covenants are to run with the land and shall be binding on all persons claiming under them from date thereof until January 1, 1990, at which time said covenants shall be automatically extended for successive periods of ten years unless vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

2. If the parties hereto, or any of them or their heirs 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 on the above described tract 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 violation.

3. 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.

4. All above described 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 a single family dwelling not to exceed two stories in height and a private garage or carport, for not more than two cars.

5. No building shall be erected, placed or altered on any building lot in the above described property until the building plans, specifications and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the said property, and as to location of the building with respect to topography and finished ground elevation by a committee composed of Floyd E. Benton, Archie M. Burdine and Agnes Jacobsen, 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, or members, 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 thirty 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 has 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, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee and of its designated representative, shall cease on or after January 1, 1990. Thereafter, the approval described in this covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots described and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

6. No residence shall be located on any residential building lot described above nearer than thirty feet to the front lot line, twenty five feet to the rear corner, twenty feet to side street, or nearer than eight feet to any side lot line, excluding porches, garages, cornices, spoutings, chimneys and purely ornamental projections. If a carport or garage is constructed on the said building lot, detached or attached, it shall comply with the applicable zoning ordinances of Davis County and North Salt Lake. No residence shall be erected on any of the above lots farther than sixty feet from the front lot line.

7. No residential structure shall be erected or placed on any of the above described building plots, which plot has an area of less than 7,000 feet or a width of less than sixty feet at the front building setback line.

8. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may become or may be an annoyance or nuisance to the neighborhood.

9. No trailer, basement, tent, shack, garage, barn or other out-building erected in the said 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.

10. The ground floor area of any dwelling permitted on any of the

above lots shall not be less than 850 square feet, exclusive of one story open porches and garages, in the case of a one story structure, and the ground floor area shall not be less than 850 square feet in the case of a one and one-half or a two story structure. Minimum price of dwelling based on cost of construction at time of recording.

11. An easement is reserved over the rear five feet of each of the above named lots for utility installation and maintenance.

12. No permanent provision shall be made on any of the above described lots for the raising of poultry, or the housing of cows, horses or other live-stock.

13. No trash, ashes or other refuse may be thrown or dumped on any of the above described lots.

14. 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.

15. 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.

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