

PROTECTIVE COVENANTS

85

178959

for STANLEY CIRCLE SUBDIVISION

Stanley Circle Sub - 6/15/58

Subdivision of part of the Northeast Quarter of Section 6, Township 1 North, Range 1 East, Salt Lake Base and Meridian, United States Survey, Davis County, State of Utah.

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

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 Paragraph 10.

3. DWELLING COSTS, QUALITY AND SIZE.

No dwelling shall be permitted on any lot at a cost of less than \$11,000.00 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 1000 square feet.

4. BUILDING LOCATION.

No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event 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 10 feet to an interior lot line, except that a garage or other permitted accessory building located 6 feet or more from the rear line of the main building may be located one foot or more from that interior line. No dwelling shall be located on any interior lot nearer than 30 feet to the rear lot line. For the purposes 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.

5. LOT AREA AND WIDTH.

No dwelling shall be erected or placed on any lot having a width of less than 85 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 10,000 square feet.

6. EASEMENTS.

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 10 feet of each lot.

7. 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.

8. 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.

9. FENCING.

No fence to extend in front of front building lines except as approved by the Architectural control committee.

10. ARCHITECTURAL CONTROL COMMITTEE.

The architectural control committee is composed of Stanley K. Parkin, Louise P. Parkin, and Ned L. Jensen, all residing in Bountiful, Davis County, Utah. A majority

(continued)

Recorded at request of BLACK'S TITLE & ABSTRACT CO. ORDER NO. 178959
Date JUL 15 1958 at 1:47 P.M. EMILY T. ELDRIDGE
Recorder, Davis County
Page 85
Deputy Book 146

Plotted Abstracted
On Margin Indexed
Compared Entered

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 representatives 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.

11. PROCEDURE.

The committee's approval or disapproval 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.

12. 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 of 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.

13. ENFORCEMENT.

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

14. SEVERABILITY.

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 14th day of July, A.D., 1958.

Stanley K. Parkin
Stanley K. Parkin

Louise P. Parkin
Louise P. Parkin

Lena H. Smart
Lena Smart

STATE OF UTAH I
COUNTY OF DAVIS I

On this 14th day of July, A.D., 1958, personally appeared before me STANLEY K. PARKIN and Louise P. Parkin, his wife, and LENA SMART, the signers of the within and foregoing instrument, who duly acknowledged to me that they executed the same.

My Commission expires:

4-11-1959

Merrill L. Black
Notary Public, residing at

Bountiful, Utah

