

191503 PROTECTIVE COVENANTS

Outline of Protective Covenants applying to BIRDLAND SUBDIVISION, PLAT "B", executed by Evan M. Bird and Micheline L. Bird, his wife; and William Tingey and Sylvia C. Tingey, his wife.

Recorded at request of BLACK'S TITLE & ABSTRACT CO. ORDER No. 2061 Fee Paid \$3.40
 Date JUL 14 1980 At 11:05 A.M. Recorder, Davis County
 EMILY T. ELDREDGE Deputy Book 167 Page 328
 By Grace C. Bybee

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, and a private garage for not more than two cars.
2. The ground floor area of the main structure, exclusive of open porches, and garages shall not be less than 900 square feet. All dwellings shall be constructed of new materials and no building may be constructed or moved on to any lot until owners of such dwelling plans and/or structure have the written approval from the Architectural Control Committee.
3. No building shall be located on any residential building plot nearer than 30 feet to the front lot line, or nearer than 25 feet to any side street Line, or nearer than 10 feet from the nearest wall of the dwelling to any side lot line or nearer than 6 feet from the nearest wall of an attached garage or carport, or nearer than the city requirements for other outbuildings. No lot shall be resubdivided into lots having an area of less than 7000 square feet.
4. An easement of Five feet is reserved over the rear and/or side of the lots, as is shown on the recorded plat, for culinary pipe lines, irrigation and drainage ditches and for utility installation and maintenance.
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 which may become an annoyance or nuisance to the neighborhood.
6. No trailer, basement house, tent, shack, barn or other out-building, in said tract shall at any time be used as a residence, temporarily or permanently.
7. These covenants are to run with the land shall be binding on all persons claiming under them until July 1, 1984, and successive periods of 5 years unless a majority of owners should vote changes.
8. If the parties hereto, or any of them, or their heirs or assigns shall violate any of the covenants herein it shall be lawful for any other persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the persons or person violating at 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.
9. 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.
10. No fences to be allowed nearer to the front lot line than the front of the home.
11. The Architectural Control Committee is composed of Evan M. Bird and Micheline L. Bird, his wife, residing in Bountiful, Utah; and William Tingey and Sylvia C. Tingey, his wife, residing in Centerville, Utah. A Majority 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 designate representative shall be entitled to any compensation for services performed pursuant to this

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covenants. 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. 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 fully complied with.

Dated this 9th Day of July, 1959.

Evan M. Bird
Evan M. Bird

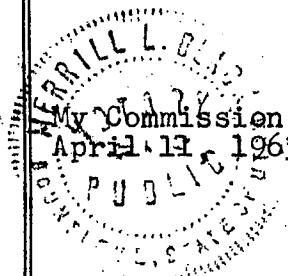
Micheline L. Bird
Micheline L. Bird

William Tingey
William Tingey

Sylvia C. Tingey
Sylvia C. Tingey

STATE OF UTAH | ss.
COUNTY OF DAVIS

On the 9th day of July, 1959, personally appeared before me Evan M. Bird and Micheline L. Bird, his wife, and William Tingey and Sylvia C. Tingey, his wife, the signers of the above instrument who duly acknowledged to me that they executed the same.



Merrill L. Black
Merrill L. Black
Notary Public residing at
Bountiful, Utah.