

205402

PROTECTIVE COVENANTS

Normandy Park all lots 1 to 11 incl

WHEREAS, Mr. Murrell Burningham and Vera H. Burningham, his wife, and Horace P. Beesley and Mary B. Beesley, his wife, are the owners and possessors of the following described tract of land in Bountiful, Davis County, Utah:

All of NORMANDY PARK, a subdivision of part of the Southeast Quarter of Section 30, Township 2 North, Range 1 East, Salt Lake Meridian, in the City of Bountiful, according to the official plat thereof.

AND, WHEREAS, it is our desire to file Protective Covenants on said property to insure a more uniform development thereof, and to enhance the value thereof.

NOW, THEREFORE, we do hereby declare that all of said property shall be conveyed subject to the following restrictions:

1. 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 two and one-half stories in height, and a private garage of not more than a two-car capacity.
2. The ground floor area of the main structure, exclusive of open porches and garages, shall be not less than 1000 square feet for a one-story dwelling, or not less than 1000 square feet for a dwelling of more than one-story.
3. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and 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 set back line unless similarly approved. The Architectural Control Committee is composed of Murrell Burningham, Horace P. Beesley, Vera H. Burningham and Mary B. Beesley. 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. 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.
4. No building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 25 feet to any side street line. No building shall be located nearer than 6 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory buildings located 60 feet or more from the front lot line. No dwelling shall be located on any interior lot nearer than 25 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. No lot shall be resubdivided into, nor shall any dwelling be erected or placed on any lot having a width of less than 70 feet at the minimum building set back line nor an area of less than 7000 square feet.
6. No noxious or offensive activity shall be carried on upon any lot nor shall any one cause annoyance or nuisance to the neighborhood by act or neglect upon the premises. No animals or fowls shall be kept, housed, or permitted to be kept or housed on any lot or lots in said subdivision except dogs, cats, and birds as are kept as household pets.

Recorded at request of BLACK'S TITLE & ABSTRACT CO. ORDER No. 2441 Fee Paid \$3.40
 Date AUG 9 1960 at 1:52 P.M. EMILY J. ELDRIDGE Recorder, Davis County
 By Deputy Book Page 86

Platted ☐ Abstracted ☒
 On Map ☐ Indexed ☒
 Compared ☐ Entered ☒

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.

In witness whereof we have hereunto set our hands this 9th day of August, A. D. 1960.

Murrell Burningham

Vera H. Burningham

Horace R. Beesley

Mary B. Beesley

STATE OF UTAH)
COUNTY OF DAVIS } ss

On the 9th day of August, A. D. 1960, personally appeared before me Murrell Burningham and Vera H. Burningham, his wife, and Horace R. Beesley and Mary B. Beesley, his wife, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

Wm H. Hollbrook
Notary Public

My Commission expires Aug. 11, 1962 Residing at Bountiful, Utah