

Recorded at request of James B. Garry
 Date FEB 7 1961 11:22 A.M. EMILY T. BLEDGETT Recorder Davis County
 by James B. Garry Deputy Book 322 Page 550

217649

PROTECTIVE COVENANTS

Lots 117 to 153 and Happy Homes

WHEREAS, we, Gordon Garry and Leone H. Garry, his wife, are the owners and possessors of the following described property situated in Davis County, Utah,

All of HAPPY HOMES NO. 5, a subdivision of part of Block 2, Plat "G", Kaysville Townsite Survey.

And it is our desire and intent to place certain restrictions on the lots included within said subdivision, to insure a uniform development therein, and to enhance the future value thereof.

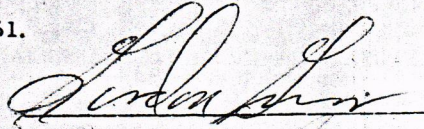
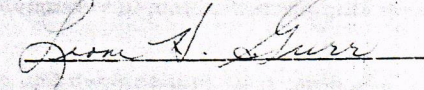
NOW THEREFORE, we do hereby state and declare that all of said lots in said subdivision shall be henceforth conveyed subject to the following restrictions:

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 one and one-half stories in height and a private garage for not more than two cars.
2. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 900 square feet.
3. No building shall be located on any lot nearer than 30 feet to the front lot line, nor nearer than 20 feet to any side street line. No building shall be located nearer than 8 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 60 feet or more from the front lot line. No building shall be located on any interior lot nearer than 10 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.
4. 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.
5. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently.
6. 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 subdivision sponsors as to quality of workmanship and material, harmony of external design with existing structures, and as to locations with respect to topography and finish grade elevation. This requirement shall cease on January 1, 1968.
7. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line.
8. No animals or poultry of any kind other than house pets shall be kept or maintained on any part of said property.
9. 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 ten 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.
10. Enforcement shall be by proceedings at law or inequity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages.

Platted Abstracted
 On Margin Indexed
 Compared Entered

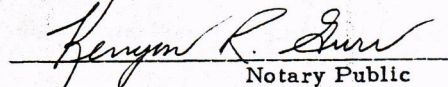
11. Invalidation of any one of these covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

Dated this 31st day of January, A. D. 1961.

STATE OF UTAH)
 COUNTY OF DAVIS) ss.

On the 31st day of January, A. D. 1961 personally appeared before me Gordon Gurr and Leone H. Gurr, his wife, the signers of the within instrument who duly acknowledged to me that they executed the same.


 Notary Public

Comm. expires: April 4, 1962

Residing at: Bountiful, Utah