

262011 PROTECTIVE COVENANTS FOR BALI HAI, FLAT "C".

Bali Hai, Flat C.

KNOW ALL MEN BY THESE PRESENTS:

That ELAIR'S INVESTMENT, INC., a corporation of the State of Utah being the Owner of all of the lots in that certain subdivision in Bountiful City, Davis County, Utah, known as Bali Hai, Flat "C", a subdivision of part of the Northwest Quarter of Section 29, Township 2 North, Range 1 East, Salt Lake Base and Meridian, according to the official plat thereof on file in the office of the Davis County Recorder, hereby covenants and declares that the following protective covenants shall apply to the lots and tracts within said Bali Hai, Flat "C", Subdivision, and that said restrictions and protective covenants will be incorporated in all subsequent conveyances by Elair's Investment, Inc., its successors and assigns:

Recorded at request of SECURITY TITLE COMPANY Order No. 1035 at 10:35 A.M. on JAN 9 1964 By Bruce P. Byler Deputy Recorder Davis County Page 284

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 one-family dwelling of a type to be approved by Architectural Control Committee, and a private garage for not more than three cars, with the garage to be of a suitable material, workmanship and appearance as the main building, unless the garage is set in the rear yard, in which case, the garage in the rear yard may be of some other material and appearance than the main building.

2. ARCHITECTURAL CONTROL. No building shall be erected or altered on any lot until the construction plans and specifications and a plat plan showing the location of the structure have been approved by the Subdivision Architectural Control Committee as to the size, quality and harmony of design of the proposed structure and as to locations with respect to topography and grade. No fence shall be erected or altered without similar approval. The members of the Architectural Control Committee initially shall be Elair Malouf, John Aoki and F. B. Maloug.

3. PROCEDURE. The Committee's approval or disapproval as required in these covenants shall be in writing. Plans and specifications shall be submitted in duplicate and one approved set shall be returned. In the event the committee, or its designated representatives fail to approve or disapprove within 15 days after plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been duly complied with.

4. DWELLING QUALITY AND SIZE. It being the intentions and purpose of these covenants to assure that all dwellings shall be of a good quality of workmanship and materials, no used or preconstructed buildings shall be brought or placed upon said tracts and no structure shall present an unfinished appearance

Elair's Investment Inc

Abstracted Indexed Entered Submitted Compared On Margin

for a period of more than one year. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1400 square feet. No buildings shall have in excess of two stories above the front lot level.

5. RE-SUBDIVIDING OF LOTS. No lot shall be re-subdivided unless approved by the Architectural Control Committee.

6. NUISANCES. No noxious or offensive activity shall be carried on upon any lot nor shall anyone cause annoyance or nuisance to the neighborhood by act or neglect upon the premises.

7. 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 temporary or permanently.

8. ANIMALS AND FOWL. No animals or fowl which may be or become an annoyance to the neighborhood, shall be kept, housed, or permitted to be kept or housed, on any lot of said subdivision, with the exception of household pets.

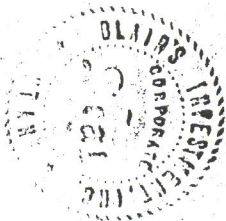
9. UTILITIES BASEMENTS. An easement of five feet is reserved over the rear and one side of each lot for culinary water pipeline, irrigation and drainage facilities and for installation and maintenance of other utilities, where needed.

10. AMENDMENTS. These covenants may be amended upon written approval of at least 75% of the owners of lots within the protected area, upon a basis that an owner is entitled to one vote for each lot owned in said protected area.

11. 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 years from the date these covenants are recorded.

12. 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.

WITNESS the signature of the duly authorized officers of Blair's Investment Inc., and the seal of the corporation this 1st day of April 1963.



BLAIR'S INVESTMENT INC.

BY: F. Blair Malouf
President

BY: F. B. Malouf
Secretary

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STATE OF UTAH

COUNTY OF DAVIS

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} ss.
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On the 12th day of April, A. D. 1963,

personally appeared before me, FRANCIS BLAIR MALOUF, and F. B. MALOUF, who being by me duly sworn did say, each for himself, that he, the said FRANCIS BLAIR MALOUF, is the president, and he, the said F. B. MALOUF, is the secretary of BLAIR'S INVESTMENT, INC., and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said FRANCIS BLAIR MALOUF, AND F. B. MALOUF each acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.



Francis Blair Malouf
Notary Public

My commission expires April 3, 1966 My residence is Bountiful, Utah