

Oakleaf Lots 1 to Plat 4A, Plat B. 139

270216 RESTRICTIVE COVENANTS AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, IVON R. WALL and JANICE B. WALL are the owners of Oakleaf Sub. Plat. 4A, Davis County, said owners desire and intend to sell and convey the same in lots to purchasers for the purposes herein contemplated, and in order to restrict the use of said property and thereby enhance the value thereof, said owners hereby agree with all who shall purchase said property, or any party thereof, that in consideration of such purchase and use thereof, said property shall be and is restricted in the following respects:

USE OF LAND: Each lot in said subdivision is hereby designated as a residential lot. None of said lots shall be improved, used or occupied for other than private, single family residence purposes, and no flat or apartment house shall be erected thereon. No structure shall be erected or placed on any of said lots other than a single family dwelling and a one, two or three car garage or carport. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line, unless approved by the Architectural Control Committee.

SET BACK OF RESIDENCES FROM FRONT AND SIDE LOT LINES: No building shall be erected on any of said lots nearer than 30 feet to the front lot line. No building shall be erected on any of the lots within the said subdivision nearer than 8 feet to any side lot line. On corner lots no structure shall be permitted nearer than 20 feet to the side street line. All homes constructed in accordance with Davis County Requirements

SUBDIVIDING OF LOTS: No lot may be redivided or sold in pieces other than as shown on the official plat, so as to reduce the size of any lot in area or front footage for the purpose of constructing additional dwelling thereon, provided, however, nothing herein shall prohibit the dividing of any lot so as to increase the front footage and area of any lot or lots.

NO TRADE OR BUSINESS PERMITTED: No trade or business of any kind or nature shall be permitted to be carried on upon any lot in said Plat C of the subdivision, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

NO RESIDENCE OF TEMPORARY CHARACTER PERMITTED: No trailer, basement, tent, shack, garage, barn or other outbuilding shall be moved onto or erected on any lot in the subdivision which shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted thereon.

RESTRICTIONS AS TO ANIMALS AND FOWLS: No animals or fowls shall be kept, housed or permitted to be kept or housed on any lot or lots in said Plat C of the subdivision, except such dogs, cats and birds as are kept as household pets.

RESERVATION OF EASEMENT FOR UTILITY INSTALLATION AND MAINTENANCE: The right is hereby reserved in said owner, his successors or his assigns, to grant easements from time to time for the installation and maintenance of utility services above and beneath the surface along the rear and side lot lines of the lots within said subdivision and extending 10 feet in width on either side of said lot lines.

Recorded at request of SECURITY TITLE COMPANY, Order No. 40611 Fee Paid 4.00  
Date JUL 2 1964 at 2:07 P.M. Recorder EMILY T. ELDRIDGE Deputy  
By *Ernest Bybee* Book 297 Page 139

Indexed  
 Filed  
 Corrected  
 Entered

CLYDE & MECHAM  
351 SOUTH STATE STREET  
SALT LAKE CITY 11,  
UTAH

*Jul 2 1964*

**RESTRICTIONS AS TO DWELLING AREA:** No dwelling shall be permitted on any lot in which the area of the main floor, measured and computed along the outside walls surrounding such area (exclusive of open porches, windways and garages) is less than 900 square feet. All homes shall be of basic brick facing construction. Other types of construction may be built with prior approval of architectural committee, as defined below.

**TERM OF COVENANT:** The restrictions herein set forth shall run with the land and bind the owners, their heirs, successors and assigns, for a period of 25 years from the date these covenants are recorded, after which time said covenants shall automatically extended for successive periods of ten (10) years unless an instrument filed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part, and all parties claiming by, through or under them shall be taken to hold, agree and covenant with the owners of said lots, their heirs, successors and assigns, and with each of them, to comply with the observe said restrictions as to the use of said lots and the construction of improvements thereon.

**RIGHT TO ENFORCE:** The owner or owners of any of the lots in said subdivision shall have the right to sue for and obtain an injunction prohibitive or mandatory to prevent the breach of or to enforce the observance of the restrictions above set forth in addition to ordinary legal actions for damages, and the failure of the undersigned, IVon R. Wall and Janice B. Wall, or owner or owners of any of the lots in this subdivision, to enforce any of the restrictions therein set forth at the time of its violation shall in no event be deemed a waiver of the right to do so thereafter.

**COMPLETION PERIOD:** Any dwelling or structure erected or placed on any lot in this subdivision shall be completed as to external appearance, including finished painting, with eighteen (18) months after date of commencement of constructions.

**NO OFFENSIVE ACTIVITY:** 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.

**ARCHITECTURAL CONTROL COMMITTEE:** 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 material, 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.

**PROCEDURE:** The committee's approval or disapproval as required by 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 approval will be required and the related covenants shall be deemed to have been fully complied with.

**MEMBERSHIP:** The Architectural Control Committee shall be composed of IVon R. Wall, Janice B. Wall and John R. Wallin, who, by a majority vote may designate a representative to act for it and shall have the power to designate successor members. The committee shall not be entitled to compensation for its services. At any time after three years from date of recording hereof, the then record owners of a majority of the lots shall have power through a duly recorded instrument to change the members of the committee

or to withdraw from the committee any of its power or duties or to restore to it any of its power or duties.

**SWIMMING AND TENNIS:** Notwithstanding any other provisions of this agreement upon approval of the Architectural Control Committee, the owner or owners of any lot or lots may construct thereon a private swimming pool, tennis court or other like recreational facility in connection with his residence. The undersigned or their assigns may at their election, upon approval of the Architectural Control Committee, construct a private, restricted, or public swimming pool, tennis court or other like recreational facility on any one or more of the lots in the subdivision not otherwise occupied with a dwelling.

**INVALIDATION:** The invalidation of any of the restrictions herein contained by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Ivon R. Wall and Janice B. Wall hereby declare and certify that all of the lots shown on said plat are held by them and shall be conveyed by them, subject to the reservations, restrictions, covenants and declarations hereinabove set forth, and all persons and corporations who own or shall hereafter acquire any interest in any of said lots shall be taken and held to agree and covenant with other owners of the lots shown on said plat and with their heirs, successors and assigns, to conform to and observe the same.

The undersigned, IVon R. Wall and Janice B. Wall, may assign or convey to any person or corporation any or all of the rights, reservations and privileges herein reserved by them.

IN WITNESS WHEREOF, the undersigned, owners of the property described herein, have caused these presents to be executed this 22 day of July 24, 1964.

Ivon R. Wall  
Ivon R. Wall

Janice B. Wall  
Janice B. Wall

STATE OF UTAH )  
: ss.  
COUNTY OF SALT LAKE )

On the 22nd day of July 1964, personally appeared before me IVon R. Wall and Janice B. Wall, his wife, the signers of the within and foregoing instrument, who duly acknowledged to me that they executed the same.



Lynn K. Callinore  
Notary Public  
Residing in North Salt Lake, Utah