

274285

PROTECTIVE COVENANTS

WHEREAS, H. J. Harrison Construction Company, a corporation, is the owner and possessor of the following described property situated in Davis County, Utah,

All of Lots 100 to 117, BALI HAI, PLAT "D", a subdivision of part of Section 29, Township 2 North, Range 1 East, Salt Lake Meridian, in the City of Bountiful, according to the official plat thereof.

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:

All of lots in the tract shall be known and described as residential lots and no structure shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single family dwelling of new construction not to exceed two stories in height, and a private garage or carport for not more than two cars.

No building shall be erected on any lot nearer than 25 feet to the front lot line, nor nearer than 6 feet to any side lot line, and the total width of the two side lot lines shall not be less than total of 16 feet. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of the building, provided, however that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. A detached garage or other permitted accessory building located 60 feet or more from the front lot line may be located and shall have a minimum required side yard of not less than 1 foot.

No trade or activity which may be offensive 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.

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 temporarily or permanently.

No animals or fowl shall be kept, housed or permitted to be kept or housed on any lot or lots in said tract except such as are normally considered household pets.

The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 950 square feet. No lot shall be resubdivided into, nor shall any dwelling be erected or placed on any lot having a width of less than 80 feet at the minimum building setback line, or less than a total area of 8000 square feet.

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 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 setback line unless similarly approved. The Architectural Control Committee is composed of Harold J. Harrison, J. Brent Harrison and Shirl Harrison. 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 designated representative shall be entitled to any compensation for services performed pursuant to this covenant. 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.

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H. J. Harrison

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Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

These covenants are to run with the land and shall be binding on all parties and persons claiming under them from the date hereof for a period of 30 years, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded changing said covenants in whole or in part.

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain him or them from so doing, or to recover damages therefrom.

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.

Dated this 30 day of Sept A. D., 1964.

A. B. Malouf
A. B. MALOUF
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MIMA A. MALOUF

H. J. HARRISON CONSTRUCTION COMPANY

BY: J. Brent Harrison
Secretary-Treasurer



STATE OF UTAH
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SS.
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COUNTY OF DAVIS

On the 21st day of October, A. D. 1964, personally appeared before me, J. BRENT HARRISON, who being by me duly sworn did say, that he, the said J. Brent Harrison, is the Secretary-Treasurer of H. J. HARRISON CONSTRUCTION COMPANY, 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 J. Brent Harrison duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

J. Brent Harrison
Notary Public

My Commission expires: 4/3/66

Residing at: Bountiful, Utah

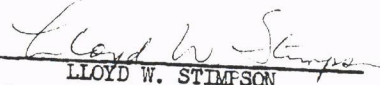


STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

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On 9/30/64 before me, the undersigned, a Notary Public in and for
said County and State, personally appeared A.B. + Alma Marouk
known to me to be the persons whose names are subscribed to the within
instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.



LLOYD W. STIMPSON

Notary Public in and for said County & State
My Commission Expires July 29, 1963