

Recorded at request of BLACK'S TITLE & ABSTRACT CO. ORDER NO. Fee Paid \$4.00
Date MAY 3 1965 at 2 P.M. EMILY T. ELDREDGE Recorder, Davis County

182 By Grace R. Ryback PROTECTIVE COVENANTS 3/6 Page 182 Oakridge Manor, Plat D.
282532 OAKRIDGE MANOR SUBDIVISION PLAT "D"

WHEREAS, Clyde E. Williams Co., a Utah corporation, is the owner and possessor of the following described land:

Plat "D", OAKRIDGE MANOR SUBDIVISION, a subdivision of part of the North East Quarter of Section 32, Township 2 North, Range 1 East, Salt Lake Base and Meridan, according to the official plat thereof, in the office of the County Recorder of Davis County, State of Utah.

AND WHEREAS, it is the desire of said company, and intent that said property shall be conveyed subject to the following restrictions, in order to enhance a more uniform development of the lots therein, and to maintain the value thereof.

A. No lot shall be used except for residential property 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 stories in height and a private garage or carport.

B. Architectural Control.

1. 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.

2. The Architectural Control Committee is composed of the directors of the Clyde E. Williams Co.; 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 written recorded instrument to change the membership of the committee or restore to it any of its powers and duties.

3. 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.

C. No dwelling shall be permitted on any lot at a cost of less than \$18,500.00, based upon cost levels prevailing at the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1100 square feet for a one-story dwelling; nor less than 1250 square feet of finished living area for a split level or a two level dwelling. Each dwelling shall have a private garage or carport.

D. Building Location.

183

1. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 25 feet to either, except than on lots 82, 84, 95, 96, 99 and 100 no building shall be located nearer than 20 feet to the street property lines of said streets.

2. No building shall be located nearer than 8 feet to an interior lot line, but the total side yards must be 18 feet, except that no side yard shall be required for a garage or accessory building located 40 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 15 feet to the rear lot line at any one point but must have an average distance of 30 feet or more.

3. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, on a lot to encroach upon another lot.

E. No dwelling shall be erected or placed on any lot having a width of less than 80 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 8,000 square feet.

F. Easements for installation and maintenance of utilities 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. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot.

G. 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.

H. 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.

I. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

J. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

K. No lot shall be used or maintained as a dumping ground for rubbish; trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

L. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

M. 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 thirty years from May 1, 1965 until May 1, 1995, after which time said covenants shall be automatically extended for successive periods of ten (10) 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.

N. 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 violation or to recover damages.

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

Dated this 30th day of April, 1965.

CLYDE E. WILLIAMS CO.

Clyde E. Williams
President

STATE OF UTAH
SS
COUNTY OF DAVIS

On this 30th day of April, 1965, personally appeared before me Clyde E. Williams, who being duly sworn, did say that he is President of the Clyde E. Williams Co., a Utah Corporation, and the said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said Clyde E. Williams acknowledged to me that said corporation executed the same.



Dena B. Bergeson
Notary Public
Residing at: Bountiful, Utah
My Commission expires: 11-5-68