

PROTECTIVE COVENANTS  
MALA SUBDIVISION #1  
DAVIS COUNTY, UTAH  
DATED: MAY 6, 1965  
RECORDED: MAY 20, 1965  
BOOK: 317 PAGE: 421  
INSTRUMENT NO.: 283376

P R O T E C T I V E   C O V E N A N T S

PART A. PREAMBLE

A-1. Dated this 6th day of May 1965, the Undersigned, Mary B. Dawson D.B.A., Raymar Company, a limited partnership, residing at 19 South Talbot Drive, Layton, Utah and Edwin M. Higley and Afton C. Higley, his wife, residing at 599 West 300 North, Clearfield Utah, owners of the real property hereinafter described, do hereby certify and declare that the following Restrictive Covenants are hereby imposed upon all lots embraced within the property described as follows:

MALA SUBDIVISION NO. 1 - A part of the South West Quarter of Section 17, Township 4 North, Range 1 West, Salt Lake Base and Meridian, United States Survey: Beginning North 89°59' East 33.0 feet and North 0°01' East 33.0 feet from the Southwest Corner of Section 17, Township 4 North, Range 1 West, S.L.M. running thence North 89°59' East 355 feet; thence North 0°01' East 510.0 feet; thence North 89°59' East 5.0 feet; thence North 0°01' East 155.0 feet; thence North 89°59' East 35.0 feet; thence North 0°01' East 524.58 feet; thence North 51° 28' West 158.85 feet; thence South 89°59' West 270.71 feet; thence South 0°01' West 755.5 feet; thence North 89°59' East 120 feet; thence South 0°01' West 72.0 feet; thence South 89° 59' West 120 feet; thence South 0°01' West 46.00 feet to the place of beginning.

Purpose of this Protective Covenant is to give best assurance to each lot owner that no other lot owners within the protected area can use property in a way that will destroy values, lower the character of the neighborhood or create a nuisance.

PART B. AREA OF APPLICATION

B-1. FULLY-PROTECTED RESIDENTIAL AREA.

The residential area covenants in Part C in their entirety shall apply to MALA SUBDIVISION #1.

PART C. RESIDENTIAL AREA COVENANTS.

C-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 single-family dwelling not to

exceed two stories in height and a private garage or carport for not more than two cars.

C-2. ARCHITECTURAL CONTROL.

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. Approval shall be as provided in Part G.

C-3. DWELLING COST, QUALITY AND SIZE.

No dwelling shall be permitted on any lot at a cost of less than \$12,500.00 based upon cost levels prevailing on 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 900 square feet for a one-story dwelling, nor less than 700 square feet for a dwelling of more than one-story.

C-4. BUILDING LOCATION.

- (a) 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 30 feet to the front lot line, or nearer than 20 feet to any side street line.
- (b) 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 31 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 20 feet to the rear lot line.
- (c) For the purposes of this covenant, eaves, steps, and open porches shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.

C-5. LOT AREA AND WIDTH.

No building shall be erected or placed on any lot having a width of less than 70 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 8000 square feet.

## C-6. EASEMENTS.

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 which a public authority or utility company is responsible.

## C-7. NUISANCES.

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.

## C-8. 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 temporarily or permanently.

## C-9. SIGNS.

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.

## C-10. LIVESTOCK AND POULTRY.

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.

## C-11. GARBAGE AND REFUSE DISPOSAL.

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.

C-12. PROTECTIVE SCREENING.

Protective screening areas are established as shown on the recorded plat, including a one foot strip of land on the residential lots along the rear property lines of Lots 35 to 45 inclusive (arterial streets, other streets having adverse influences, business areas, etc.). Except as otherwise provided herein regarding street intersections under "Sight Distance at Intersections", planting, fences or walls shall be maintained throughout the entire length of such areas by the owner or owners of the lots at their own expense to form an effective screen for the protection of the residential area. No building or structure except a screen fence or wall or utilities or drainage facilities shall be placed or permitted to remain in such areas. No vehicular access over the area shall be permitted except for the purpose of installation and maintenance of screening, utilities and drainage facilities.

C-13. SIGHT DISTANCE AT INTERSECTIONS.

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the 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 sightline limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley 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.

PART D. ARCHITECTURAL CONTROL COMMITTEE.

D-1. MEMBERSHIP.

The Architectural Control Committee is composed of Mary B. Dawson residing at 19 South Talbot Drive, Layton, Utah; Edwin M. Higley, residing at 599 West 300 North, Clearfield, Utah; and Kermit Brimhall, residing at 2400 West 300 North, West Point, Utah. 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.

D-2. PROCEDURE.

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.

PART E. GENERAL PROVISIONS.

E-1. 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 thirty years from the date these covenants are recorded 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, agreeing to change said covenants in whole or in part.

E-2. ENFORCEMENT.

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.

E-3. SEVERABILITY.

Invalidation of any one 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.

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