

PROTECTIVE COVENANTS
MARILYN ACRES NO. 3 SUBDIVISION
DAVIS COUNTY, UTAH
DATED: APRIL 3, 1968
RECORDED: JUNE 3, 1968
BOOK: 392 PAGE: 123
INSTRUMENT NO.; 320950

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 2nd day of April 1968, the Undersigned, 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:

MARILYN ACRES NO. 3 A part of the Southeast Quarter of Section 10, Township 4 North, Range 2 West, Salt Lake Base & Meridian, U. S. Survey. Beginning at the West corner of Lot 21, Marilyn Acres Subdivision No. 1, said point being 122.00 ft. and North 293.37 ft. from the Southwest corner of said Southeast Quarter of Section 10, and running thence North 0°16' East 895.56 ft., thence North 0°06' East 402.00 ft., thence South 89°54' East 145.00 feet, thence North 0°06' East 16.58 ft., thence South 89°54' East 110.00 ft., thence North 16°59'41" East 114.56 ft., thence North 46°12' East 219.00 ft., thence South 74°18'44" East 17.41 ft., thence North 46.12' East 86.64 ft., thence North 34°48' 58" East 51.79 ft., thence North 50° East 78.82 ft., thence North 24°57'47" East 56.63 ft., thence North 47°53'25" East 60.00 ft., thence South 64°56'25" East 118.00 ft., thence North 85°48'53" East 66.46 ft., thence South 72°01'23" East 134.41 ft., thence South 238.30 ft., to the Northeast corner of Marilyn Acres Subdivision No. 2, thence along the Northerly Boundary of said Marilyn Acres Subd. No. 2, the following courses: S79° W 224.17 ft., S 63°36'30" W 82.79 ft., S 49°37'12" W 164.51 ft. and S 42°30' W 409.97 ft., thence along the West Boundary of Marilyn Acres Subdivision No. 1 the following courses: South 657.50 ft., S 17°30' E 37.62 ft., S 7°37'30" E 79.22 ft., S 47°30' W 78.39 ft., S 7°34' W 78.91 ft. and S 52°02' W 160.00 ft. to the point 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 MARILYN ACRES #3.

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 three vehicles.

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 elevations. 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 D.

C-3. DWELLING COST, QUALITY AND SIZE.

No dwelling shall be permitted on any lot at a cost of less than \$14,500.00 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 35 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 considered as a part of a building, provided however that this 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 dwelling 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 for 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 any thing 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 outbuildings shall be used on any lot at any time as a residence either temporarily.

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 sal or rent, or signs used by a builder to advertise the property during the construction and sales period.

-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 purposes.

-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.

12. 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 of 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 William V. Bodily residing at 496 North 200 West, Clearfield, 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 forty 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.
