

The Protective Covenants of JOHN'S ACRES SUBDIVISION, dated May 6, 1976 executed by John B. Gailey and Susan P. Gailey, his wife, etal, recorded

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

If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property, situated in said development or subdivision, to prosecute any proceedings at law or in equity, against the person or persons violating or attempting to violate any such covenant and either to prevent him, or them, from so doing or to recover damages or other dues for such violation.

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.

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

2. No building shall be erected, placed or altered on any building plot in the above described property until the building plans, specifications and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the said property, and as to location of the building with respect to topography and finished ground elevation by vote of the majority of a committee composed of John B. Gailey, Susan P. Gailey, his wife and Louise B. Gailey, or in the event of death or resignation of any member of said committee, the remaining members shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event said committee, or its designated representative fails to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the members of such committee, not its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee and of its designated representative, shall cease on or after January 1, 1991. Thereafter, the approval described in this covenant shall not be required unless, prior to this date and effective thereon, a written instrument shall be executed by the then recorded owners of a majority of the lots above described and duly recorded appointed a representative or representatives who shall thereafter exercise the same powers previously exercised by said committee.

3. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

4. No trash, ashes or other refuse may be thrown or dumped on any of the above described lots.

240 P. State
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Recorded at JUN 30 1976
9:00 A.M. MARGUERITE S. BOURNE Recorder Davis County
Elinor A. Smith
at 9:00 A.M. MARGUERITE S. BOURNE Recorder Davis County
607
Page 46
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Duffy

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(JOHN'S ACRES SUBDIVISION)

5. No building shall be located on any residential building lot described above nearer than thirty feet to the front lot line, excluding porches, cornices, spoutings, chimneys and purely ornamental projections. No building except a detached garage or outbuildings located seventy feet or more from the front lot line shall be located nearer than ten feet to any side lot line, except that if a carport or garage is attached to and made part of a residential structure the building may be located within ten feet of any side lot line. No residence shall be erected on any of the above lots farther than sixty feet from the front lot line.

6. No residential structure shall be erected or placed on any of the above described building plots, which plot has an area of less than 10,000 square feet or a width of less than eighty-five feet at the front building setback line.

7. No trailer, basement, tent, shack, garage, barn or other outbuildings erected on the said tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

8. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1,000 square feet in the case of a one-story structure, nor less than 1,000 square feet livable floor area in the case of a one and one-half story structure.

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

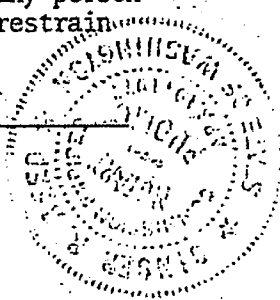
10. Easements for installation and maintenance of utilities and drainage facilities are reserved, as shown on the recorded plat, and over the rear 5 feet of each lot.

11. Nothing contained in the protective covenant shall in any way affect the right to repair and maintain any existing building or buildings now located in the covered area, or in any way affect the right to erect temporary sheds or out-houses for the storage of materials or the erection and maintenance of a field office, or offices, during the erection and building of this tract.

12. 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 damage.

x Susan P. Gailey
Susan P. Gailey

x John B. Gailey
John B. Gailey



Subscribed and sworn to before me this 17th day of May 1976.

Genow R. Reed
Notary Public for Washington
Commission Expires 4-19-77

x Louise B. Gailey
Louise B. Gailey

Subscribed and sworn to before me this _____ day of May 1976.

Edmond E. Green
Notary Public for DAVIS COUNTY, UTAH
Commission Expires 1-1-78