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Recorded at request of WESTERN STATES TITLE CO. Fee Paid \$ 15.50
Date JAN 10 1978 at 2:57 PM MARGUERITE S. BOURNE Recorder Davis County
BY [Signature] Deputy Book 686 Page 403

483417

DECLARATION OF PROTECTIVE COVENANTS AND BUILDING RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned are the owners of the following described property located in Bountiful, Davis County, State of Utah, to-wit:

All of Oakcrest Subdivision, Lots 1-17, according to the official plat thereof on file in the office of the County Recorder of Davis County, Utah,

in order to restrict the use of all of said property and thereby enhance the value thereof, hereby declare that said property shall be and is restricted in the following respects, and shall be conveyed subject to the Reservations, Restrictions and Covenants hereinafter set forth:

1. Each and every lot and tract above described shall be known and is hereby designated as a "Residential Lot" and no structure shall be erected, altered, placed or permitted to remain on any such "Residential Lot" other than one detached single family dwelling not to exceed two stories in height.

Abstracted
 Indexed
 Entered

 Platted
 On Map
 Compared

2. Every detached single family dwelling erected on any one of the above described lots shall have a ground floor area as follows: If a one-story structure 1600 square feet or more; if a two-story structure 1100 square feet, or more; and if a two-level structure (which cannot be construed as a two-story structure) 1400 square feet, or more. The ground floor area as herein referred to shall be construed to mean and shall mean the ground floor area of the main structure of one detached single family dwelling exclusive of open porches and garage.

3. No building shall be erected, placed, or altered on any building plot in this restricted area 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 area, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of T. W. McMaster and Jack B. Watkins, or by a representative designated by members of said committee. In the event of the death or resignation of any member of said committee the remaining member or members shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event the said committee, or its designated representative fails to approve or disapprove such design and location within thirty (30) days, after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such

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building or the making of such alterations has been commenced prior to the completion thereof, such approval shall not be required and this Covenant will be deemed to have been fully complied with. Neither the members of such committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this Covenant. The powers and duties of such committee and its designated representative, shall cease on and after January 1st, 1988. Thereafter the approval described in this covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this area and duly recorded appointing a representative, or representatives who shall thereafter exercise the same powers as previously exercised by said committee.

4. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum setback line unless approved by the committee as set forth in paragraph 3 hereof.

5. No lot may be redivided or sold in pieces other than as shall on the official plats above referred to, for the purpose of constructing additional dwellings thereon.

6. No trade or business of any kind or nature shall be permitted to be carried on upon any lot in said subdivision, and no noxious or offensive activity shall be carried on upon any residential lot hereinabove described or any part or portion thereof, nor shall anything be done thereon which may become an annoyance or nuisance to the occupants of the remaining residential lots hereinbefore described.

7. No trailer, basement, tent, shack garage or other outbuilding erected in, upon or about any of said residential lots hereinbefore described, or any part thereof, 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. No structure shall be moved onto any residential lot hereinbefore described or any part thereof unless it meets with the approval of the committee hereinbefore named, such approval to be given in writing.

9. No signs, billboards, or advertising structures may be erected or displayed on any of the residential lots hereinbefore described, or parts or portions of said residential lots, except that a single sign, not more than 3 by 5 feet in size, advertising a specific lot for sale or house for rent, may be displayed on the premises affected.

10. No trash, ashes, or any other refuse may be thrown or dumped on any residential lot hereinbefore described or any portion thereof.

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11. Easements are reserved as shown on the recorded plats for utility installation and maintenance.

12. Dogs and cats may be kept upon any lot in reasonable numbers as pets for the pleasure and use of the occupants of said lots, but not for any commercial use or purpose. The committee shall have the right to determine what is a reasonable number of such animals. Rabbits and poultry may not be kept upon any lot for any purpose unless and until authorized in writing by the committee, and in granting any such authorization the committee shall have the right to limit the number and prescribe the conditions under which any such rabbits and poultry may be kept.

13. All covenants and restrictions herein stated and set forth shall run with the land and shall be binding on all the parties and persons claiming any interest in said residential lots hereinbefore described or any part thereof until 25 years from the date hereof, at which time said covenants and restrictions shall be automatically extended for successive periods of ten years unless, by a vote of the majority of the then owners of said residential lots it is agreed to change the said covenants in whole or in part.

14. If the parties now claiming any interest in said residential lots hereinbefore described, or any of them, or their heirs, successors, grantees, personal representatives, or assigns shall violate or attempt to violate any of the covenants and restrictions herein contained prior to 25 years from the date hereof, it shall be lawful for any other person or persons claiming or owning any other residential lot or lots in said area to prosecute any proceedings at law or in equity against the person or persons, firms or corporations so violating or attempting to violate any such covenants and/or restrictions, and either prevent him or them from so doing or to recover damages or other dues for such violation or violations.

15. The invalidation of any one of the covenants and restrictions hereinbefore set forth by judgment or court order shall in no wise affect any of the other provisions hereof which shall remain in full force and effect until 25 years from the date hereof subject to automatic extension as provided above.

IN WITNESS WHEREOF, the parties hereto hereby set their hands this 9th day of January., 1978.

Jack B. Swathwaite

Thomas W. McMartin

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STATE OF UTAH)
 : SS.
COUNTY OF SALT LAKE)

On this 9th day of January, 1978
personally appeared before me _____

the signers of the above and foregoing instrument, who duly
acknowledge to me that they executed the same.



[Signature]
NOTARY PUBLIC
Residing at: Bountiful, Utah

My Commission Expires:

2-4-1981