

OUTLINE OF PROTECTIVE COVENANTS

Ward C. Holbrook and Mabel Ford Holbrook, his wife, Russell Duerden and Elsie Duerden, his wife, and Bountiful Fourth Ward Corporation of the Church of Jesus Christ of Latter Day Saints, a corporation Sole, the owners of the following described real estate, situated in Davis County, State of Utah:

Colonial Subdivision, a Subdivision of part of Lot 2, Block L, and Lot 1, Block 39, North Mill Creek Plat, Bountiful Townsite Survey, a Plat of which subdivision is on file in the office of the County Recorder of Davis County, Utah.

hereby declare that the aforesaid real estate now owned by them is held and shall be conveyed either by lots or otherwise, subject to the following restrictions, reservations and declaration:

(a) All lots in the tract shall be known and described as residential lots, except Lot 1, which may be used if Bountiful City Zoning provisions permit for business purposes and except Lot 47 which may be used as a church site or for civic purposes. No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than one single family dwelling not to exceed two stories in height or a two family dwelling of approved type and a private garage for not more than two cars.

(b) All buildings shall conform in every respect and shall be located on each residential building plot in accordance with the provisions of Bountiful City Ordinance No. 507.

(c) The ground floor area of the main structure, exclusive of one-story open porches, and garages shall not be less than 900 square feet. All dwellings shall be constructed of new material and no buildings may be constructed or moved onto any lot until owner of such dwelling plans and/or structure has the written approval from the sub division sponsors, or from a representative committee of three lot owners.

(d) No temporary or sub-standard structure of any kind shall be used as a residence temporarily or permanently.

(e) 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.

(f) Sewage disposal shall be by connection with Bountiful City sewer thru outlets provided by sponsors to front property line.

(g) An easement of 5 feet is reserved over the rear end of each lot in said subdivision and likewise along one other side for culinary pipelines, irrigation and drainage ditches and for utility installation and maintenance. An easement of 5 feet wide all along the east side of Lot 59 and West side of Lot 58 is hereby reserved for use of the public by pedestrians.

(h) These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1970.

(i) 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 persons or person 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 covenants and either to prevent him or them from so doing or to recover damages or other dues from such violations.

(j) 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.

IN WITNESS WHEREOF, the said grantors and said corporate sole have hereunto subscribed their names and said corporate sole affixed its corporate seal by its Bishop the 22nd day of March, A.D. 1950.