

PROTECTIVE COVENANTS  
BOUNTIFUL ACRES SUBDIVISION #1  
DAVIS COUNTY, UTAH  
DATED: MAY 31, 1951  
RECORDED: JUNE 14, 1951  
BOOK: 27 PAGE: 114  
INSTRUMENT NO.: 117972

RESTRICTION AGREEMENT

WHEREAS, Harold Calder and Sydney Calder, his wife, and Stahle B. Wicker and Reva F. Wicker, his wife, all of Bountiful, Utah, are the owners of the following described real estate situated in Davis County, State of Utah, to-wit:

Beginning at a point on the West line of Orchard Drive, said point being South 721.03 feet and West 1,340.92 feet from the Northeast corner of Section 31, Township 2 North, Range 1 East, Salt Lake Base and Meridian and running thence following said West line S. 23° 21' West 100.65 feet; thence North 74° 42' West 158.94 feet; South 58° 00' West 116.09 feet; South 44° 23' West 467.48 feet; South 33° 40' West 137.84 feet; South 29° 58' West 417.47 feet; South 37° 44' West 80.27 feet; South 36° 35' West 122.60 feet; South 03° 40' West 9.69 feet; North 81° 45' West 50.00 feet; North 86° 20' West 286.43 feet; North 32° 50' East 226.08 feet; North 32° 03' East 571.74 feet; thence North 89° 50' West 1304.07 feet to the East line of a County Road, thence following said East line North 00° 10' East 668.28 feet thence North 89° 15' East 277.58 feet; North 00° 11' East 216.39 feet; South 89° 50' East 1053.97 feet; South 01° 51' West 416.97 feet; South 85° 18' East 309.75 feet; thence South 85° 03' East 612.66 feet to beginning; and

WHEREAS, said Owners, and each of them desire to place restrictions against the title to said real estate,

NOW, THEREFORE, in consideration of the premises, the following restrictions are hereby created and declared to be covenants running with the title and land hereinbefore described and each and every part thereof and the undersigned owners hereby declare that the aforesaid land above referred to is to be held and should be conveyed subject to the following reservations, restrictions and covenants hereinafter set forth:

1. PERSONS BOUND BY THESE RESTRICTIONS

That the covenants and restrictions are to run with the land and all persons and corporations who now own or shall hereafter acquire any interest in any of the land hereinbefore described shall be taken and held to agree and covenant with the owners of said land and with their heirs, successors and assigns, to conform to and observe the following covenants, restrictions and stipulations as to the use thereof and the construction of residences and improvements thereon for a period from date hereof to January 1, 1976, at which

time said covenants shall be automatically extended for successive periods of ten years unless by vote of a majority of the then owners of said lots and land it is agreed to change said covenants in whole or in part.

## 2. USE OF LAND: COST: FRONTAGE

That none of said land or fraction thereof, shall be improved, used or occupied for any other than private residence or agricultural purposes, and no store, flat or apartment house thereof intended for residential purposes shall be erected thereon. Any residence erected or maintained thereon shall be designed for not more than occupancy by two families and shall be detached single-family dwellings or duplexes not to exceed one and a half story in height and a private garage for not more than three cars. The ground floor square foot area of the main structure, exclusive of one-story open porches and garages, of any single family residence erected on said lands shall not be less than eight hundred forty (840) square feet and shall not be less than fifteen hundred (1500) square feet for duplexes.

## 3. DWELLING SET BACK AND FREE SPACE

No building shall be erected on any residential building plot nearer than 25 feet to the front lot line, nor nearer than 12 feet to any side street line. No building, except a detached garage or other outbuilding located 70 feet or more from the front lot line, shall be located nearer than 8 feet to any side lot line. No residence or attached appurtenance shall be erected on any lot farther than 40 feet from the front lot line.

## 4. SIZE OF LOTS

Said land, or any part thereof, shall not be re-subdivided into building plats having less than 8,000 square feet of area or a width of less than 50 feet at the front building set back line.

## 5. TEMPORARY RESIDENCES PROHIBITED

No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted.

## 6. NUISANCES

No noxious or offensive trade shall be carried on upon any part of said land nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

## 7. COMMITTEE

No building shall be erected, placed, or altered on any building plot in this subdivision 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 subdivision, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of Harold Calder, Rendell N. Mabey and Sydney Calder or by a representative designated by a majority of the members of said committee. In the event of 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 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 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, 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 of its designated representative, shall cease on and after January 1, 1955. Thereafter the approval described in this Covenant shall not be required unless, prior to said date and affective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

#### 8. VIOLATIONS AND DAMAGES

If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants or restrictions herein before January 1, 1976, it shall be lawful for any person or persons owning any of said land to prosecute any proceedings at law or in equity against the person or persons violating any such covenant or restriction and either to prevent him or them from so doing or to recover damages or other dues for such violation.

#### 9. UTILITY EASEMENT

An easement is reserved over the rear five (5) feet of each lot for utility and maintenance.

#### 10. SEWAGE DISPOSAL

No individual sewage-disposal system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with standards and requirements which are substantially equal to or exceed the minimum requirements for such systems as issued by the Federal Housing Administration in connection with the insurance of mortgages covering property in this state and in effect on the date such system is constructed. Approval of such system shall be obtained from the health authority having jurisdiction.

11. SAVING CLAUSE

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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