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Recorded at request of SECURITY TITLE CO order no. 20299 Fee Paid 1.90
Date SEP 22 1952 at 1:15 P. M. EMILY T. ELDREDGE Recorder Davis County
By *Virginia J. Ball* Deputy Book 62 Page 610

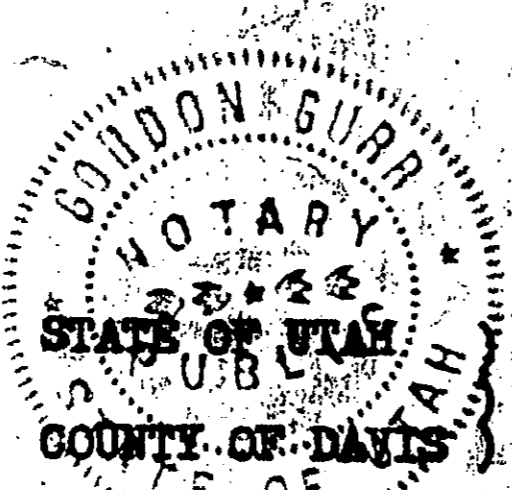
PROTECTIVE COVENANTS OF HAPPY ACRES,
a Subdivision of part of Block No. 1, North Mill Creek Plat, Bountiful
Townsite Survey.

Happy Acres all etc

We, the undersigned Walter H. Price and Muriel A. Price, his wife, being the owners of all of the lots in "HAPPY ACRES", for the protection of future owners thereof, and to maintain high values in said Subdivision, hereby declare that said lots shall be owned and held subject to the following Protective Covenants:

- A. All 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 lot 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. No building shall be located on any residential building plot nearer than 30 feet to the front lot line, nor nearer than 10 feet to any side lot line.
- C. The ground floor area of the main structure, exclusive of one-story open porches and garages shall not be less than 800 square feet. All dwellings shall be constructed of new material and no buildings may be constructed or moved on to any lot until the owner of such dwelling plans and/or structure has the written approval from the subdivision sponsors or from a representative committee of two 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. An easement of 5 feet is reserved over the rear of each lot in said Subdivision for utility installation and maintenance.
- G. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1977, at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.
- H. 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 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.
- I. Invalidation of any 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, we have hereunto affixed our signatures this 12th day of September, A. D. 1952.



Platted Abstracted
 On Map Indexed
 Compared Entered

Walter H. Price
Muriel A. Price

On the 12th day of September, A. D. 1952, personally appeared before me Walter H. Price and Muriel A. Price, his wife, who duly acknowledged to me that they executed the same.
Gordon Gurr Notary Public, res. at Kaysville, Utah, Com. Expires 4/4/54