

129309

RESTRICTION AGREEMENT

Glendale Subd. in Lot 625

Whereas, Owen G. Hughes and Meda T. Hughes, his wife, and Keith T. Mann and Bernice T. Mann, his wife, all of Bountiful, Utah, are the owners of the following described real estate situated in Davis County, State of Utah, to wit:

All of Lots 1 to 11, inclusive, GLENDALE SUBDIVISION, a subdivision of part of Sections 18 and 19, Township 2 North, Range 1 East, Salt Lake Meridian.

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 herein before 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. No lot shall be used except for Residential Purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed one and one-half stories in height and a private garage for not more than two cars.
2. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to locations with respect to topography and finished grade elevations. The Architectural Control Committee is composed of the Subdivision Sponsors. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this Covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been duly complied with.
3. No Dwelling shall be permitted on any lot at a cost of less than \$8,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the maximum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 850 square feet.
4. No building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 20 feet to any side street line. No building shall be located nearer than 8 feet to an interior lot line, including the rear lot line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. A detached or attached garage or other permitted accessory building may be located next to a side lot line in accordance with the Bountiful City Zoning Ordinance.
5. No lot shall be resubdivided into, nor shall any dwelling be erected or placed on, any lot having a width of less than 60 feet at the minimum building setback line or an area of less than 6000 square feet.
6. Five foot easements for installation and maintenance of Utilities and drainage facilities are reserved over the rear and one side of each lot.
7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

8. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently.

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

10. 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 damages.

11. 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 Owners of the tracts of real estate hereinabove mentioned this 18th day of March, 1953 have caused these presents to be executed.

Owen G. Hughes
Meda T. Hughes
Keith T. Mann
Bernice T. Mann

STATE OF UTAH)
) SS.
COUNTY OF DAVIS)

On the 18th day of March, 1953 personally appeared before me, Owen G. Hughes and Meda T. Hughes, his wife, and Keith T. Mann and Bernice T. Mann, his wife, the signers of the above instrument, who duly acknowledged to me that they executed the same.

[Signature]
Notary Public

Residing at: Kaysville, Utah
Com. Expires: April 4, 1954

