

130460

RESTRICTION AGREEMENT

Rayther Park, Davis

WHEREAS, Reuben A. Call and Luella F. Call, his wife, David Call and Olive Bertha C. Call, his wife, and Lyman Call and Leah F. Call, his wife, all of Bountiful, Utah, are the owners of the following described real estate situated in Davis County, State of Utah, to-wit:

Commencing at a point on the North side of 10th North Street, 181.5 ft. South and 157.0 ft. East of the Southwest corner of Section 18, Township 2 North, Range 1 East of the Salt Lake Meridian, thence East 1286.0 ft. to a point 230.0 ft. West of the Southeast corner of Lot 1, Block 13, N.M.C. Survey; thence North 951.6 ft; thence West 1161.1 ft to the Utah State Road Right-of-way; thence Southerly 349.9 ft. along a 1522.7 ft. radius curve to the right (Note: tangent to curve at point of beginning bears South 4° 58' West) to a point of curve to spiral; thence South-westerly 111.2 ft. along the arc of a spiral which is concentric with and 90.0 ft. radially distant Southeasterly from a 200 ft. ten-chord spiral for a 4° 00' curve to the right; thence South 503.9 ft. to the place of beginning.

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, 1978, 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

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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 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 heights 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 30 feet to the front lot line, nor nearer than 15 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 7,000 square feet of area or a width of less than 65 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. COMMITTEES

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 R. M. Conluter, Newell P. Parkin and A. V. Typer 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 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 effective 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 REMEDIES

If the parties hereto, or any of them or their heirs or

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assigns, shall violate or attempt to violate any of the covenants or restrictions herein before January 1, 1978, it shall be lawful for any other 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. 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.

IN WITNESS WHEREOF, the Owners of the tracts of real estate hereinabove mentioned this 29 day of April, 1968, have caused these presents to be executed.

David Call
Olive Bertha C. Call

STATE OF UTAH)
) ss
 COUNTY OF DAVIS)

On the 29 day of April, 1968, personally appeared before me, Reuben A. Call and Luella F. Call, his wife, David Call and Olive Bertha C. Call, his wife, and Lyman Call and Leann F. Call, his wife, the signers of the above instrument, who duly acknowledged to me that they executed the same.

R. N. Schuster
 Notary Public

W. T. Rogers
Eden a. Hatch

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