

137214

*Chapel Sub.*

PROTECTIVE COVENANTS  
FOR  
CHAPEL SUBDIVISION PLAT "A" BOUNTIFUL, UTAH

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, MATILDA T. BURNINGHAM; WILLIAM L. YOUNG and LILLIE L. YOUNG, his wife, and LEWIS CALL, Bishop of the Fifth Ward and LYNN K. CULLIMORE, Bishop of the Tenth Ward of the Church of Jesus Christ of Latter Day Saints, at Bountiful, Utah, corporations sole, are owners of all the lots in CHAPEL SUBDIVISION PLAT "A", a subdivision at Bountiful, Davis County, Utah, and are desirous of protecting the same by restrictive covenants.

NOW, THEREFORE WITNESSETH:

## 1. LAND USE AND BUILDING LOT TYPE

No lot shall be used except for residential purposes and none other. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached one or two family dwelling not to exceed two and one-half stories in height and private garage for not more than three cars, except those already sold or occupied and lots 1 and 2 of block 4.

## 2. ARCHITECTURAL CONTROL

No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan show 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, as to location with respect to topography and finish of grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to the street than the minimum setback line unless similarly approved. Approval shall be as provided in Part 9. Any and all construction in this subdivision shall be new construction, constructed on the lot designated. The moving of buildings onto any lot in this subdivision will not be permitted.

## 3. DWELLING COST, QUALITY AND SIZE

It is the intention and purpose of this 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 for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 850 square feet for a one story dwelling, nor less than 750 square feet for a dwelling of more than one story.

## 4. BUILDING LOCATION

No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat or as indicated by city zoning law. In any event no building shall be located on any lot nearer than 30 feet to the front line of lot, or nearer than 25 feet to any side street line. No building shall be located nearer than 10 feet to any interior lot line, except as modified by the current city zoning laws, but in no case closer than 10 feet to any building on an adjoining lot. All city zoning laws, rules, and regulations, pertaining to front yard, side yard, rear yard,

Recorded at County of Davis, Utah  
Date MAY 27 1954  
By *Matilda T. Burningham*  
Fee Paid \$4.20  
Recorder D. W. County  
EMILY T. ELDREDGE  
Deputy  
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Platted ☒ Abstracted ☒  
On Map ☒ Indexed ☒  
Compared ☒ Filed ☒

corner yard, under section R-3 are considered as a part of and applicable in these covenants. No part of these covenants are to be construed as conflicting with the established zoning laws. For the purpose of this covenant, eaves, steps, and open porches shall not be construed as part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

#### 5. LOT AREA AND WIDTH

No lot shall be resubdivided into, nor shall any dwelling be erected or placed on any lot not meeting the requirements under city zoning regulations R-3.

#### 6. EASEMENTS

Easements for installation and maintenance of utilities, irrigation, and drainage facilities are reserved as will be shown on plats recorded, and over the rear five feet of each lot.

#### 7. NUISANCES

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. TEMPORARY STRUCTURES

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

#### 9. MEMBERSHIP

The Architectural control committee is composed of Wm. L. (Dick) Young, Salt Lake City, Utah, D. T. (Dick) Burningham, Bountiful, Utah, and the Bishop of the Bountiful Fifth Ward LDS, who at this writing is Lewis Call. This office of Bishop and responsibility is transferable to his successors. In the event of the death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. A majority of the committee may designate a representative to act for it. Neither the members of the committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant.

#### 10. PROCEDURE

The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representatives, 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 related covenants shall be deemed to have been fully complied with.

#### 11. TERM

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-one years from the date of these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

#### 12. ENFORCEMENT

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.

### 13. SEVERABILITY

Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

### 14. SEWAGE DISPOSAL

No individual sewage-disposal system shall be permitted on any lot that is not connected to the already installed city sewer system and according to specification set forth by the city engineer's office or the State Board of Health.

15. No liens or assessments will be made against any lot in order to complete the off-site or street improvements.

IN WITNESS WHEREOF, we have hereunto affixed our signature this 30 day of April, 1954 A.D.

Matilda T. Burningham  
Mrs. Matilda T. Burningham  
208 N 2nd East - Bountiful, Utah

WM. L. Young  
WM. L. Young  
1241 Gilmer Dr. Salt Lake City,  
Utah,

Lillie L. Young  
Lillie L. Young  
1241 Gilmer Dr. Salt Lake City,  
Utah,

Bountiful Fifth Corporation of The Church of Jesus Christ of Latter Day Saints, a corporation Sole,

By Lewis Call  
Lewis Call, Bishop

Bountiful Tenth Corporation of the Church of Jesus Christ of Latter Day Saints, a corporation Sole,

By Lynn K. Cullimore  
Lynn K. Cullimore, Bishop

STATE OF UTAH  
SS:  
COUNTY OF DAVIS

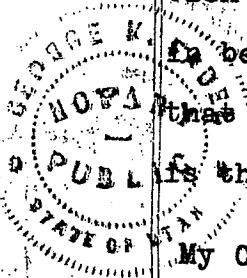
On the 26 day of May, 1954,

personally appeared before me LYNN K. CULLIMORE, who being by me duly sworn did say, that he is Bishop of Bountiful Tenth Corporation of the Church of Jesus Christ of Latter Day Saints, a corporation Sole, and that the within and foregoing instrument was signed on behalf of said corporation, and each duly acknowledged to me that said corporation, executed the same and that the seal affixed is the seal of said corporation.

My Commission Expires:

Aug 6, 1956

George K. Seal  
Notary Public  
Residing at Bountiful, Utah



STATE OF UTAH  
SS:  
COUNTY OF DAVIS

439

On the 26 day of July, 1954,  
personally appeared before me LEWIS CALL, who being by me duly  
sworn did say that he is Bishop of Bountiful Fifth Corporation of  
the Church of Jesus Christ of Latter Day Saints, a corporation  
Sole, and that the within and foregoing instrument was signed in  
behalf of said corporation, and each duly acknowledged to me that  
said corporation executed the same and that the seal affixed is  
the seal of said corporation.

\_\_\_\_\_  
Notary Public  
Residing at \_\_\_\_\_

My Commission Expires:

Aug 6, 1956.

STATE OF UTAH  
COUNTY OF DAVIS SS:

On the 6 day of July, 1954,  
personally appeared before me MATILDA T. BURNINGHAM, WILLIAM L.  
YOUNG and LILLIE L. YOUNG, his wife, the signers of the within  
instrument, who duly acknowledged to me that they executed the  
same.

\_\_\_\_\_  
Notary Public  
Residing at \_\_\_\_\_

My Commission Expires:

Aug 6, 1956.