

140313

Recorded at request of **SECURITY TITLE CO** Order no. \_\_\_\_\_ Fee Paid 7.30  
Date OCT 22 1954 at 10:30 AM. EMILY L. ELDREDGE Recorder Davis County  
By Grace R. Bybee Deputy Book 73 Page 60

**AGREEMENT FOR PROTECTIVE COVENANTS**

Abstracted  
 Injured  
 Entered  
 Plotted  
 On Map  
 Compared

1/2-NE-29-2N-1  
1/2-SE-29-2N-1  
4/2 " 549

KNOW ALL MEN BY THESE PRESENTS:  
WHEREAS, ROYAL BARNEY AMUNDSEN, VALERIE AMUNDSEN, HORACE P. BEESLEY, MARY B. BEESLEY, B. EUGENE BRAZIER, MILDRED GANTRELL BRAZIER, THOMAS AMBY BRIGGS, LILLIAN A. BRIGGS, ROLAN W. FISHER, MYRA L. FISHER, DELL R. HOLBROOK, MAXINE H. HOLBROOK, JOSEPH P. KESLER, BONNIE A. KESLER, PARLEY M. PRATT, HALLIE M. PRATT, JULIUS ALLEN TAYLOR, ALTA HOLBROCK TAYLOR, COY J. HAYWARD, CORA T. HAYWARD, ALDIN O. HAYWARD, ETTA HAYWARD, EZRA SESSIONS, MELLIE<sup>G</sup> SESSIONS, and FLINT FARMS INCORPORATED, are owners of tracts located within the following area in Bountiful, Davis County, Utah, which said owners are desirous of protecting by restrictive covenants.

The South half of the Northeast Quarter and the North half of the Southeast Quarter of Section 29, Township 2 North, Range 1 East, Salt Lake base and Meridian, United States Survey.

NOW, THEREFORE WITNESSETH:

That for and in consideration of the mutual covenants and promises of each party hereto to the others, the undersigned hereby covenant and agree that the following protective covenants and restrictions shall be created and run with the respective tracts of the parties hereto within the area described above, and that the said restrictions and protective covenants will be incorporated in all subsequent conveyances by any party hereto, their successors and assigns:

- 1. LAND USE AND BUILDING TYPE. 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 one-family dwelling or a two-family dwelling of a type to be approved by Architectural Control Committee, and a private garage for not more than four cars, with the garage to be of same material, workmanship and appearance as the main building.

2. ARCHITECTURAL CONTROL. No building shall be erected, or altered on any lot until the construction plans and specifications and a plot plan showing the location of the structure have been approved by the Subdivision Architectural Control Committee as to the size, quality, and harmony of design of the proposed structure and as to locations with respect to topography and grade. No fence shall be erected or altered without similar approval.

3. MEMBERSHIP. The Architectural Control Committee is composed of three owners of lots in Bountiful Hills Subdivision, each to be elected by owners of lots in said Bountiful Hills for a term of one year, but may serve until a successor is duly elected and qualified. Each owner shall have one vote per lot per committee member. 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.

4. PROCEDURE. The committee's approval or disapproval as required in these covenants shall be in writing. Plans and specifications shall be submitted in duplicate and one approved set shall be returned. 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, approval will not be required and the related covenants shall be deemed to have been duly complied with.

5. DWELLING QUALITY AND SIZE. It being the intention and purpose of these covenants to assure that all dwellings shall be of a good quality of workmanship and materials, no used or pre-constructed buildings shall be brought or placed upon said tracts and no structure shall present an unfinished appearance for a period of more than one year. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1400 square feet. No buildings shall have in

excess of two stories above the front lot level.

6. BUILDING LOCATION. No building shall be located on any lot nearer than 40 feet to the front lot line, or nearer than 25 feet to any side street line. No building shall be located nearer than 15 feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 30 feet to the rear lot line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a 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. The Architectural Control Committee may require additional setbacks not to exceed 50 feet for front lot lines nor 35 feet for side street lines. Where terrain makes it impractical to conform to requirements of this paragraph, the Bountiful City Ordinance will govern.

7. LOT AREA AND WIDTH. No lot shall be subdivided or resubdivided into, nor shall any dwelling be erected or placed on, any lot having a width of less than 100 feet at the minimum building setback line nor an area of less than 17,000 square feet.

8. NUISANCES. No noxious or offensive activity shall be carried on upon any lot nor shall anyone cause annoyance or nuisance to the neighborhood by act or neglect upon the premises.

9. TEMPORARY STRUCTURES. 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 temporary or permanently.

10. APPEARANCE and SANITATION. No lot shall have accumulated thereon rubbish or unsightly debris. From and after one year from the time any lot in Bountiful Hills is sold by the dedicating owner, no lot shall be allowed to accumulate weeds. No lumber, machinery or like materials shall be stored outside of a suitable enclosure. Upon failure or neglect of any owner to remove any such rubbish, debris, weeds or other said material within a reasonable time after notice, the Architectural Control Committee may remove the same and the owner shall be required to pay the reasonable expense of such removal.

- 11. TREES. No tree shall be permitted on any lot nearer than 10 feet from any property line.
- 12. UTILITIES EASEMENTS. An easement of five feet is reserved over the rear and one other side of each lot for culinary water pipelines, irrigation and drainage facilities and for installation and maintenance of other utilities, where needed.
- 13. AMENDMENTS. These covenants may be amended upon written approval of at least 75% of the owners of lots within the protected area, upon a basis that an owner is entitled to one vote for each lot owned in said protected area.
- 14. 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 years from the date these covenants are recorded.
- 15. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any persons or person violating or attempting to violate any covenant either to restrain violation or to recover damages.

WITNESS the hands and seals of the parties this 18<sup>th</sup> day of October, 1954.

Albert Hayward  
 & the Hayward

<u>Royal Barney Amundsen</u>	<u>Ray J. Hayward</u>
<u>Valeriet Amundsen</u>	<u>Eric J. Hayward</u>
<u>Dell R. Holbrook</u>	<u>Horace P. Beesley</u>
<u>Margaret Holbrook</u>	<u>Mary B. Beesley</u>
<u>Leonia Allen Taylor</u>	<u>B. Eugene Brazier</u>
<u>Alta Taylor</u>	<u>Richard Ernest Brazier</u>
<u>Flint Farmstead</u>	<u>Paul W. Fisher</u>
<u>Leona Anderson</u>	<u>Mary L. Fisher</u>
<u>Joseph P. Fisher</u>	
<u>John E. Fisher</u>	

STATE OF UTAH      SS:      Parley Pratt  
 COUNTY OF DAVIS      Halle M. Pratt

On this 18<sup>th</sup> day of October, 1954,  
 personally appeared before me ROYAL BARNEY AMUNDSEN, VALERIE  
 AMUNDSEN, HORACE P. BEESLEY, MARY B. BEESLEY, B. EUGENE BRAZIER,

MILDRED GARTRELL BRAZIER, THOMAS AMBY BRIGGS, LILLIAN A. BRIGGS, RULON W. FISHER, MYRA L. FISHER, DELL R. HOLBROOK, MAXINE H. HOLBROOK, JOSEPH P. KESLER, BONNIE A. KESLER, JUNIUS ALLEN TAYLOR, ALTA HOLBROOK TAYLOR, COY J. HAYWARD, CORA T. HAYWARD, ALDIN O. HAYWARD, ETTA HAYWARD, EZRA SESSIONS AND NELLIE G. SESSIONS, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.



*Irving P. Beasley*  
Notary Public  
Residing at Bountiful Utah

My Commission Expires:  
January 23, 1956.

STATE OF UTAH SS:  
COUNTY OF DAVIS

On the 18<sup>th</sup> day of October, 1954,  
personally appeared before me LELAND FLINT, who being by me duly sworn did say that he is the president of FLINT FARMS INCORPORATED, a corporation, and that said instrument was signed in behalf of said corporation by authority of its by-laws and said LELAND FLINT acknowledged to me that the said corporation executed the same.



*Irving P. Beasley*  
Notary Public  
Residing at Bountiful Ut.

My Commission Expires:  
January 23, 1956.

STATE OF OHIO  
COUNTY OF FRANKLIN

On this 12<sup>th</sup> day of OCTOBER, 1954,  
personally appeared before me PARLEY M. PRATT and HALLIE M. PRATT, his wife, the signers of the within instrument, who duly acknowledged to me that they executed the same.



*Robert E. Wagner*  
Notary Public  
Residing at

My Commission Expires:  
Robert E. Wagner, Notary Public  
My commission expires Mar. 5, 1955.