

254  
167363

**PROTECTIVE COVENANTS** Mountain Park "C"

Out line of Protective Covenants applying to MOUNTAIN PARK SUBDIVISION, PLAT "C", executed by Allen H. Barber Company, a Utah Corporation, Thomas Amby Friggs and Lillian A. Briggs, his wife, and Phebe H. Tolman.

Platted  
 Abstracted  
 On Margin  
 Indexed  
 Compared  
 Entered

1. All lots in the tract shall be known and described as residential lots. No structure shall be erected, placed or permitted to remain on any residential building plot other than a one family dwelling not to exceed one story or two level and split level in height or a two family dwelling of a type having a walk out basement for the second unit, Bountiful City Zoning permitting, and a private garage for not more than three cars.
2. No building shall be located on any residential building plot nearer than 25 feet to the front lot line, or nearer than 10 feet from the nearest wall of the dwelling to any side lot line or nearer than 8 feet from the nearest wall of an attached garage to any side lot line, or nearer than the City requirements for other outbuildings.
3. The ground floor area of the main structure, exclusive of open porches, and garage shall not be less than 1100 square feet. All dwellings shall be constructed of new materials and no building may be constructed or moved on to any lot until owners of such dwelling plans and/or structure has the written approval from the subdivision sponsor, or if deceased, from a representative committee of three lot owners.
4. No trailer, basement house, tent, shack, garage, barn, or other outbuilding, in said tract, shall at any time be used as a residence temporarily or permanently.
5. 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.
6. An easement of 5 feet is reserved over the rear and along one other side of each lot in said subdivision for culinary pipe lines, irrigation and drainage ditches and for utility installation and maintenance.
7. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1970, and successive periods of 5 years unless a majority of owners should vote changes.
8. 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 owning any real property situate in said development or 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 for such violation.
9. Invalidation of any one of these covenants by judgment or court order shall in no time affect any of the other provisions which shall remain in full force and effect.

Dated this 31 day of May, A.D., 1957

Attest:  
Cleon D. Tucker  
Cleon D. Tucker, Secretary

ALLEN H. BARRER COMPANY  
BY: Allen H. Barber  
Allen H. Barber, President  
Thomas Amby Friggs  
Thomas Amby Friggs  
Lillian A. Briggs  
Lillian A. Briggs  
Phebe H. Tolman  
Phebe H. Tolman

STATE OF UTAH )  
                  ) ss.  
COUNTY OF DAVIS )

355

On this 31 day of May, A.D., 1957, personally appeared before me Allen H. Barber and Glean D. Tucker, who being duly sworn, did say that they are the President and Secretary respectively of the Allen H. Barber Company, a Utah corporation, and that said instrument was signed in behalf of said corporation, by authority of a resolution of its board of directors, and said Allen H. Barber and Glean D. Tucker acknowledged to me that said corporation executed the same.



My commission expires:  
May 31, 1959

Merrill S. Black  
Notary Public

Residing at: Bountiful, Utah

STATE OF UTAH )  
                  ) ss.  
COUNTY OF DAVIS )

On this 31st day of May, A.D., 1957, personally appeared before me Thomas Amby Briggs and Lillian A. Briggs, his wife; and Phoebe H. Tolman, the signers of the above instrument who duly acknowledged to me that they executed the same.



My commission expires:  
May 31, 1959

Merrill S. Black  
Notary Public

Residing at: Bountiful, Utah