

PROTECTIVE COVENANTS
KIRKHAVEN SUBDIVISION, PLAT "C"
DAVIS COUNTY, UTAH
DATED: DECEMBER 30, 1957
RECORDED: JANUARY 24, 1958
BOOK: 136 PAGE: 444
INSTRUMENT NO.: 173659

PROTECTIVE COVENANTS

WHEREAS, we, E. Clinton Swain, and LaVerda S. Swain, his wife, are the owners and possessors of the following described tract of land situated in Davis County, State of Utah:

All of Lots 35, 37 to 42, both inclusive, and 45 to 56, both inclusive, KIRKHAVEN SUBDIVISION, PLAT "C", a subdivision of part of Block 3, North Mill Creek Plat, Bountiful Townsite Survey, in the City of Bountiful, according to the official plat thereof.

AND, WHEREAS, it is our desire and intention to place restrictions on said property to insure a more even development thereof, and to enhance the value of said lots:

NOW, THEREFORE, we do hereby state and declare that each of said lots shall be conveyed subject to the following restrictions:

1. These covenants and restrictions are to run with the land and all persons and corporations who now own or shall hereafter acquire any interesting any or all of the lots hereinabove 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, 1982, 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 to change said covenants in whole or in part.

2. None of said lots, or any fraction thereof, shall be improved, used or occupied for any other than private residential purposes, and no store, flat or apartment house 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 stories in height and a private garage for not more than three cars. The ground floor area of the main structure, exclusive of open porches and garages, of and single-family residence erected on said lands shall not be less than 800 square feet and shall not be less than 1400 square feet for duplexes.

3. No building shall be erected on any residential building plot nearer than 25 feet to the front lot line, nor nearer than 20 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 6 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. No fences constructed on said lots, or around the perimeter of said lots, shall in any event project beyond the front line of the main structure placed on said lot.

4. No trailer, basement, tent, shack, garage, barn or other out-building erected in the tract shall at any time be used as a residence either temporarily on permanently, nor shall any residence of a temporary character be permitted.

5. No noxious or offensive trade or activity shall be carried on upon any part of said land, nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood. No Fowls or other domestic animal other than dogs, cats, or pets shall be kept or maintained on any of said lots.

6. If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants or restrictions herein before January 1, 1982, it shall be lawful for any other person or persons owning and of said land to prosecute any proceedings at law or in equity against the person or persons violating and such covenant or restriction and either to prevent him or them from so doing, or to recover damages or other dues from such violation.

7. An easement is reserved over each lot for utility and irrigation installation and maintenance, as shown on the recorded plat thereof.

8. 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.

Dated this 30th day of December, A.D. 1957.

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