

220006

PROTECTIVE COVENANTS
Mountain Park Subdivision

Mountain Park Plat 'D'

PART A. PREAMBLE

Outline of Protective Covenants applying to Mountain Park Subdivision, Plat "D", executed by Allen H. Barber Company, a Utah Corporation, Leo J. Barlow and Harriet Barlow, his wife, and Walter C. Brey and Frieda J. Brey, his wife.

PART B. AREA OF APPLICATION

Abstracted
 Indexed
 Entered

Platted On Margin Compared
Fee Paid \$ 4.60
Recorder: Davis County
Page. 287

B-1 Fully protected residential area. The residential area covenants in Part C in their entirety shall apply to all of Plat "D" Mountain Park Subdivision, a subdivision of Part of the Southwest quarter of Section 20, Township 2 North Range 1 East, Salt Lake Base & Meridian, a subdivision in Bountiful, County of Davis, State of Utah.

PART C. RESIDENTIAL AREA COVENANTS.

C-1. 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 a one-family dwelling not to exceed one and one-half story or two level and split level in height, and a private garage for not more than three cars.

C-2. No building shall be erected, placed, or altered on any lot until the construction plans and specifications have been approved by the architectural control committee. No fence or wall shall be erected, placed, or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in Part G.

C-3. The ground floor area of the main structure, exclusive of open porches and garages, shall be not less than 1100 square feet.

C-4. No building shall be located on any lot nearer than 30 feet to the front lot line, except on a corner lot, in which case the setback may be reduced to 25 feet on one side only. No main building and garage shall be located nearer than 8 feet to any side lot line with a minimum side yard total of 18 feet. No unattached garages, carports or other outbuilding shall be located nearer than 8 feet to any side lot line except as permitted by Bountiful City. 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 reasonable porches, shall not be considered as a part of a building.

C-5. No dwelling shall be erected or placed on any lot having an area less than 8000 square feet. All lots shall have a minimum frontage of 80 feet at a setback of 30 feet from the front lot line.

C-6. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot. Drain water lines to be maintained by lot owners.

C-7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done theron which may be or may become an annoyance or nuisance to the neighborhood.

C-8. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot as a residence, either temporarily or permanently.

C-9. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

Recorded at request of BLACK'S TITLE & ABSTRACT CO. at 11:27 A.M. on APR 11 1961
Date APR 11 1961 Book 206 Deputy *Byfield* By *Byfield*

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PART G. ARCHITECTURAL CONTROL COMMITTEE

G-1. The architectural control committee is composed of the sponsor, Allen H. Barber, and two representative local lot owners in the above subdivision, as may be selected by Allen H. Barber. In the event of the death of Allen H. Barber, a representative group of three lot owners in the above subdivision shall serve on this committee.

G-2. The committee's approval or disapproval as required shall be in writing. In the event the committee 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 fully complied with.

PART H. GENERAL PROVISIONS.

H-1. The covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years, from the date 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.

H-2. 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 situated in said development or subdivision to prosecute against the person or persons violating or attempting to violate any such covenants and to either prevent him, or them, from so doing, or to recover damages or other dues for such violations.

H-3. 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 11 day of Feb A.D., 1961.

Attest:

ALLEN H. BARBER COMPANY

Cleon D. Tucker - Sec

Allen H. Barber, Pres.

Les J. Barlow

Harriet Barlow

Walter C. Brey

Frida J. Brey

STATE OF UTAH I ss
County of Davis I ss

On the 11th day of February, 1961, personally appeared before me Allen H. Barber and Cleon D. Tucker, who being by me duly sworn did say, each for himself, that he, the said Allen H. Barber is the President and he, the said Cleon D. Tucker, is the Secretary of Allen H. Barber Company, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and said Allen H. Barber and Cleon D. Tucker, each duly acknowledged to me that said corporation executed the same.

STAN
Comm. Expires
May 26, 1963

Genae M. Anderson
Notary Public residing in Centerville,
Utah.

STATE OF UTAH ss.

County of Davis I

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On the 11th day of February, 1961, personally appeared before me Leo L. Barlow and Margaret Barlow, his wife, and Walter C. Brey and Frieda Brey, his wife, the signers of the within instrument, who duly acknowledged to me that they executed the same.

Genev M. Anderson

Notary Public residing at Centerville,
Utah

NOTARY
COMM. EXPIRES 5-26-63
STATE OF UTAH