

Recorded at request of Evan M. Bird Fee Paid \$ 3.00
Date SEP 22 1961 2nd M. EMILY T. ELDREDGE Recorder Davis County
By Thomas R. Byham Deputy Book 226 Page 705
226646 **PROTECTIVE COVENANTS** **705**

WHEREAS, we, Evan M. Bird and Micheline L. Bird, his wife, are the owners and possessors of the following described property situated in Davis County, Utah,

All of FREESTONE ACRES, PLAT "A", a subdivision of part of the S.W. 1/4 Section 17, T.2.N., R.1E., S.1E. & M., U.S. Survey, in the City of Bountiful, according to the official plat thereof.

And it is our desire and intent to place certain restrictions on the lots included within said subdivision, to insure a uniform development thereof, and to enhance the future value thereof,

NOW, THEREFORE, we do hereby state and declare that all of said lots in said subdivision shall be henceforth conveyed subject to the following restrictions.

1. All lots in the tract shall be known and described as residential lots. No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one single family dwelling, and a private garage and/or carport for not more than two cars.
2. The ground floor area of the main structure, exclusive of open porches, and garages shall not be less than 1000 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 dwellings, plans and/or structures have the written approval from the Architectural Control Committee. All homes shall be in a price range from \$15,000.00 to \$25,000.00 with a minimum of 1000 square feet of floor space on one floor or in the case of split level homes the main floor level and the upper floor level. Evaluation of home is based on prices as of the Summer, 1961 and may vary with price structures of the country.
3. No building shall be located on any residential building plot nearer than 30 feet to the front lot line nor nearer than 25 feet to side street line or nearer than 10 feet from the nearest wall of the adjacent dwelling or nearer than the City requirements for other outbuildings.
4. An easement of five feet is reserved over the rear and/or side of the lots, as is shown on the recorded plat, for culinary pipe lines, irrigation and drainage ditches and for utility installation and maintenance.
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 which may become an annoyance or nuisance to the neighborhood.
6. No trailer, basement house, tent, shack, barn or other outbuildings, in said tract shall at any time be used as a residence, temporarily or permanently.

Evan M. Bird
P.O. Box 2 N. B.

See recorded Plat. Cor. in Book 254 Page 672

706

7. No fences to be allowed nearer to the front or side street lot line than the set back of the home.

8. The Architectural Control Committee is composed of Evan M. Bird and Micheline L. Bird, his wife, Art V. Maxwell and David F. Briggs, all residing at Bountiful, Utah. 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. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee to restore to it any of its powers and duties. The Committee's approval or disapproval as required in these covenants shall be in writing. 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, 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 the related covenants shall be deemed to have been fully complied with.

9. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1992, and successive periods of 10 years unless a majority of owners should vote changes.

10. If the parties hereto, or any of them, or their heirs or assigns shall 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 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 from such violations.

11. Invalidation of any 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 12th day of May, A.D. 1960.

Evan M. Bird
Evan M. Bird

Micheline L. Bird
Micheline L. Bird

State of Utah |
County of Davis | SS.

On the 22nd day of September, A.D. 1961, personally appeared before me Evan M. Bird and Micheline L. Bird, his wife, the signers of the foregoing instrument who duly acknowledged to me that they executed the same.

Raymond R. Quinn
Notary Public
Residing at: Bountiful, Utah

My Com. Expires: 4/4/62

Platted: Abstracted