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PROTECTIVE COVENANTS

BOUNTIFUL'S LAKE HILLS SUBDIVISION

PLAT E

Lots 75 to 81-B and Lots 92 to 114 and Lots 125 to 136, Bountiful Lake Hills Plat E

WHEREAS, Clyde E. Williams Company, a Utah Corporation, is the owner and possessor of the following described land:

All of Lots 75 to 81-B, inclusive, and Lots 92 to 114, inclusive, and Lots 125 and 136, BOUNTIFUL'S LAKE HILLS SUBDIVISION, PLAT E, a subdivision of the Northwest Quarter of Section 20, Township 2 North, Range 1 East, Salt Lake Base and Meridian, in the City of Bountiful, County of Davis, State of Utah, according to the records plat thereof.

AND WHEREAS, it is the desire of said company, and intent that said property shall be conveyed subject to the following restrictions, in order to enhance a more uniform development of the lots therein, and to maintain the value thereof.

A. All lots in the tract shall be known and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than one single family dwelling not to exceed two stories in height or a two family dwelling of approved type, and a private garage for not more than two cars.

B. No building shall be located on any residential building plot nearer than 25 feet to the front lot line, except on corner lots, in which case the set back line shall be reduced to 25 feet, or nearer than 6 feet from any side lot line and the total width of the two side yards shall not be less than 16 feet.

C. The ground floor area of the main structure, exclusive of one story open porches, and garages shall not be less than 1,000 feet. Except that in case of split-level or two level dwellings, total floor area shall not be less than 1,200 square feet. All dwellings shall be constructed of new material and no building may be constructed or moved on to any lot until owners of such dwelling plan and/or structure has the written approval from the subdivision sponsor, or from a representative committee of three lot owners.

D. No temporary or sub-standard structure of any kind shall be used as a residence temporarily or permanently. No fence, wall, hedge, or other object of similar design may be constructed on any lot nearer to the street line than the front house line, not shall any hedge, fence, wall, or other object of similar design, be constructed on any lot to a height greater than six feet.

E. 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. No animals or fowls shall be kept, housed, or permitted to be kept or housed on any lot or lots in said subdivision, except such dogs, cats, and birds as are kept as household pets.

F. No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plans showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of Clyde E. Williams, Geraldine H. Williams, and W. James Ballantyne, or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member of members shall have full authority to approve or disapprove of such design and location, or to designate a representative with like authority. In the event said committee, or its designated representative, fails to approve or

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disapprove such design and location within thirty (30) days, after plans and specifications have been submitted to it or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval shall not be required and this covenant will be deemed to have been fully complied with. Neither the member of such committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The power and duties of such committee, and of its designated representative, shall cease on and after January 1, 1964. Thereafter the approval described in this covenant shall be executed by the then record owners of a majority of the lots in this subdivision, and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

G. These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until March 20, 1984.

H. 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 or person 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.

I. 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.

ATTEST

CLYDE E. WILLIAMS COMPANY

Clyde E. Williams
President

STATE OF UTAH ()
COUNTY OF DAVIS ()

On the 13 day of Sept, A.D., 1962, personally appeared before me CLYDE E. WILLIAMS, who being duly sworn did say that he is President of the Clyde E. Williams 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 Clyde E. Williams acknowledged to me that said corporation executed the same.

My Commission Expires:

Jerald M. Anderson
Notary Public

Residing at *Centerville, Utah*

