

156851

RESTRICTION AGREEMENT

Bay View E

581

WHEREAS, Bay-View Park Development Co., Inc., a corporation of the State of Utah, with its principal place of business at Bountiful, Utah, is the owner of the following described real estate situated in Davis County, State of Utah, to-wit:

All of BAY VIEW PARK, FLAT "E", a subdivision of part of Section 18, Township 2 North, Range 1 East, Salt Lake Meridian, according to the official plat thereof.

AND, WHEREAS, said owner desires to place restrictions against the title to said real estate,

NOW, THEREFORE, in consideration of the premises, the following restrictions are hereby created and declared to be covenants running with the title and land hereinbefore described and each and every part thereof, and the said owner hereby declares that the aforesaid land is to be held and conveyed subject to the following restrictions, reservations and covenants herein set forth.

1. PERSONS BOUND BY THESE RESTRICTIONS

That the covenants and restrictions are to run with the land and all persons and corporations who now own or shall hereafter acquire any interest in any of the land hereinbefore 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, 1978, 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. USE OF LAND: COST: FRONTAGE

That none of said land or fraction thereof, shall be improved, used or occupied for any other than private residence purposes, and no store, flat or apartment house thereof 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 square foot area of the main structure, exclusive of one-story open porches and garages, of any single family residence erected on said lands shall not be less than one thousand (1,000) square feet and shall not be less than fifteen hundred (1500) square feet for duplexes.

3. DWELLING SET BACK AND FREE SPACE

No building shall be erected on any residential building plot nearer than 30 feet to the front lot line, nor nearer than 25 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.

4. SIZE OF LOTS

Said land, or any part thereof, shall not be re-subdivided into building plats having less than 7,000 square feet of area or a width of less than 70 feet at the front building set back line.

5. TEMPORARY RESIDENCES PROHIBITED

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

6. NUISANCES

No noxious or offensive trade shall be carried on upon any part of said land nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

SECURITY TITLE CO order no. 317 P. H. EMILY I. ELDRIDGE Book 105  
Recorded at request of Date MAY 15 1968 By *James R. Rydell* Deputy  
Fee Paid \$5.70 Recorder Davis County Page 511  
Platted  Abstracted  Indexed  Entered   
On Margin  Compared

7. COMMITTEE

No building shall be erected, placed, or altered on any building plot in this subdivision until the building plans, specifications, and plot plan 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 R. N. Schluter, Newell P. Parkin and Glen A. Hatch 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, or members, shall have full authority to approve or disapprove of such design and location, or to designate a representative, fails to approve or 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 will not be required and this Covenant will be deemed to have been fully complied with. Neither the members of such committee, not its designated representative, shall cease on and after April 1, 1958. Thereafter the approval described in this Covenant shall not be required unless, prior to said date and effective thereon, a written instrument 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.

8. VIOLATIONS AND DAMAGES

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, 1978, it shall be lawful for any other person or persons owning any of said land to prosecute any proceedings at law or in equity against the person or persons violating any such covenant or restriction and either to prevent him or them from so doing or to recover damages or other dues for such violation.

9. UTILITY EASEMENT

An easement is reserved over the rear five (5) feet of each lot for utility and maintenance.

10. SAVING CLAUSE

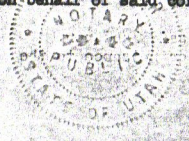
Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

BAY VIEW PARK DEVELOPMENT COMPANY, INC.

By R. N. Schluter  
By Newell P. Parkin

STATE OF UTAH |  
                  | SS.  
COUNTY OF DAVIS |

On the 15th day of May, A.D. 1956, personally appeared R. N. Schluter and Newell P. Parkin, known to me to be the President and Secretary, respectively, of the Bay View Park Development Company, Inc., who being by me duly sworn, did say, each for himself, that said corporation executed the same, and that said instrument was signed for and on behalf of said corporation by authority of a resolution of its Board of Directors.



[Signature]  
NOTARY PUBLIC  
Residing at: Kaysville, Utah  
Com. Expires: April 4, 1958