

PROTECTIVE COVENANTS
MUELLER HEIGHTS PLAT "B"
DAVIS COUNTY, UTAH
DATED: DECEMBER 9, 1957
RECORDED: DECEMBER 30, 1957
BOOK: 135, PAGE: 289
INSTRUMENT NO.: 172887

PROTECTIVE COVENANTS

WHEREAS, Lakeside Development Company, a co-partnership, is the owner and possessor of the following described property located in Davis County, State of Utah:

All of MUELLER HEIGHTS, PLAT "B", a subdivision of part of Section 31, Township 2 North, Range 1 East, Salt Lake Meridian, according to the official plat thereof.

AND, WHEREAS, On August 26, 1957, certain Restrictive Covenants were recorded in Book 129, at Page 26 of Official Records, and on September 30, 1957, other Restrictive Covenants were recorded in Book 130, at page 444, all of which were intended to restrict the lots in said Subdivision.

AND, WHEREAS, it is now our desire to delete certain paragraphs contained therein and to amend other paragraphs therein contained.

NOW THEREFORE, we do hereby declare said property to be subject to the following restrictions, and that all other restrictive Covenants heretofore filed are to be void and of no effect, and that all lots in said tract shall be conveyed subject to the restrictions set forth in the following, to-wit:

USE OF LAND: All lots in the above tract shall be known and described as residential lots, and with the exception of Lots 58, 64, 65, 66, 67, 76, and 80, no structure shall be erected, altered, placed, or permitted to remain on any residential plot other than one detached single family dwelling not to exceed two stories in height and a private garage for not more than three cars. No structure shall be erected, altered, placed or permitted to remain on lots 58, 64, 65, 66, 67, 76, or 80, other than one detached single family or two family dwelling not to exceed two stories in height, and a private garage for not more than three cars.

SETBACK OF RESIDENCES FROM FRONT AND SIDE LOT LINES: No building shall be hereafter erected on any of said lots nearer than thirty feet to the front lot line nor nearer than six feet to one side lot line nor ten feet to the other side lot line. Corner lots according to Bountiful City R2-A Zoning Ordinance.

NO BUSINESS OR TRADE PERMITTED: No trade or business of any kind or nature shall be permitted to be carried on upon any lot in said subdivision, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

NO RESIDENCE OF TEMPORARY CHARACTER PERMITTED: No trailer, basement, tent, shack, garage, barn or other outbuilding shall be moved on to or erected on any lot in the subdivision which at any time shall be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted thereon.

RESTRICTIONS TO ANIMALS AND FOWLS: 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.

RESTRICTIONS TO CAPACITY: No dwelling shall be permitted on any lot in which the mainfloor area of the structure exclusive of open porches windways and garages is less than ten hundred square feet, and no structure shall be moved onto any residential lot in said plot.

RIGHT TO ENFORCE: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until the 1st day of November, 1987, at which time said covenants shall be automatically extended for successive periods of thirty years unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part. If the parties hereto, or any of them, or their heirs, or assigns, shall violate, or attempt to violate, any of the covenants therein, it shall be lawful for any other person or 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 his or them from so doing or to recover damages or other dues for such violation.

BUILDING COMMITTEE: No building shall be erected, placed or altered on any building lot in this subdivision until the building plans specifications and plot plan showing the location of such buildings 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 I. F. Handley and/or G. E. Jessop or a committee appointed by Lakeside Development Co. or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any such member of said committee, the remaining members or member shall have full authority to approve or disapprove such design and location or to designate a representative with like authority. In the event said committee or its designated representative shall be entitled to any compensation for services performed pursuant to this covenant, the powers and duties of such committee and of its designated representative shall cease on and after the 1st of November, 1987, thereafter the approval described in this covenants shall not be requires 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.

FENCES: No fence, wall, hedge, or other object of similar design may be constructed on any lot nearer the street line than the front house line, nor shall any fence, wall, hedge, or other object of similar design, be constructed on any lot or a heights greater than six feet.

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

* * * * *