

PROTECTIVE COVENANTS

201526

*Arcadia Sub Plat A All Lots*

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 ARCADIA SUBDIVISION, PLAT "A", a subdivision of part of Section 18, Township 2 North, Range 1 East, Salt Lake Meridian, 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 therein, 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 structure shall be erected, altered, placed or permitted to remain on any residential building plot other than one single family dwelling, and a private garage 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 900 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 dwelling plans and/or structure have the written approval from the Architectural Control Committee.
3. No building shall be located on any residential building plot nearer than 30 feet to the front lot line, or nearer than 10 feet from the nearest wall of the 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 outbuilding, in said tract shall at any time be used as a residence, temporarily or permanently.
7. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1985, and successive periods of 5 years unless a majority of owners should vote changes.
8. 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 persons or person 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.
9. Invalidity 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.
10. No fences to be allowed nearer to the front lot line than the front of the home.
11. The Architectural Control Committee is composed of Evan M. Bird and Micheline L. Bird, his wife, and Myron O. Bangerter, 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

Recorded at SECURITY TITLE COMPANY Order No. *10* Fee Paid *3.00*  
 Date *MAR 23 1960* at *10* A.M. *EMILY T. ELDRIDGE* Recorder Davis County  
 By *James P. Bybee* Book *187* Page *360*

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 or 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 be not be required and the related covenants shall be deemed to have been fully complied with.

Dated this 23rd day of March, A. D. 1960.

*Evan M. Bird*  
Evan M. Bird

*Micheline L. Bird*  
Micheline L. Bird

State of Utah )  
                  ) ss.  
County of Davis )

On the 23rd day of March, A. D. 1960, personally appeared before me Evan M. Bird and Micheline L. Bird, the signers of the within instrument who duly acknowledged to me that they executed the same.

*Henry R. Gurr*  
Notary Public

My Commission expires: April 4, 1962 My residence is: Bountiful, ~~Kaysville~~ Utah