

Security Builders, Inc., a Utah Corporation, the owner of the following described real estate, situated in Davis County, State of Utah:

Lynnhaven Subdivision, Plat "B", a Subdivision of part of Block 3, North Hill Creek Plat, Bountiful Townsite Survey.

hereby declares that the aforesaid real estate now owned by it is held and shall be conveyed either by lots or otherwise, subject to the following restrictions, reservations and declarations:

(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 or two-family dwellings not to exceed two stories in height and a private garage for not more than two cars.

(b) 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 to any side lot line, or nearer than 6 feet from the nearest wall of a garage or other out building to any side lot line.

(c) 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.

(d) No dwelling costing less than \$7,500.00 shall be permitted or constructed on any lot in the tract. The ground floor area of the main structure, exclusive of one-story upon porches, and garages shall be not less than 750 square feet. Only one dwelling may be constructed on any lot in said tract.

(e) No trailer, basement, tent, shack, garage, barn, or other outbuildings, in said tract, shall at any time be used as a residence, temporarily or permanently.

(f) These covenants are to run with the land and shall be binding on all the parties and all persons claiming under them until January 1, 1965, at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of the majority of the then owners of the lots it is agreed to change the said covenants in whole or in part.

(g) An easement is reserved over the rear 5 feet of each lot in said Subdivision for culinary pipe lines, irrigation ditches and for utility installation and maintenance.

(h) If the parties hereto, or any of them, or their heirs, successors, 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 covenant and either to prevent him or them from so doing or to recover damages or other dues from such violation.

(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.

Signed in the presence of, *W.M.C.* SECURITY BUILDERS INC.

Keith Littlehale By *Don W. Stahle*
.. President..

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STATE OF UTAH,
CITY OF SALT LAKE CITY,
COUNTY OF DAVIS:

On the 15th day of August, A.D., 1952, personally appeared before me, Don W. Stahle, who, being by me duly sworn, did say that he is President of Security Builders Inc., a corporation and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said Don W. Stahle acknowledged to me that said corporation executed the same.



Ses. - Bountiful, Utah
Don, Exp: May 15, 1955.

Keith L Stahle

.. Notary Public ..