

Date SEP 30 1957

at 2:30 P.M. EMILY I. ELDREDGE

Recorder Davis County

By *James R. Ryker*

Deputy Book 130

Page 444

RESTRICTIVE COVENANTS

Mueller Heights '5'

170216

PLAT B 'MUELLER HEIGHTS' SUBDIVISION

Platted Abstracted **BOUNTIFUL CITY, DAVIS COUNTY, UTAH**

On Margin Indexed

Covered Entered

Conditions and restrictions contained in the Declaration of Protective Covenants applying to Mueller Heights Subdivision, Plat B, dated Sept. 30, 1957, Executed by I. F. Handley and Glenn Jessop, ET AL, recorded, Sept. 30, 1957, as Entry No. 170216, in Book 130, Page 444 of Official Records as follows:

USE OF LAND: With the exception of Lots #58, 64, 65, 66, 67, 76 and 80: Each lot in said subdivision is hereby designated as a residential lot, and none of the said lots shall be improved, used or occupied for other than private single family residence purpose, and no flat or apartment occupied for other than private single family residence purposes shall be erected thereon and no structure shall be erected or placed on any of said lots other than a one, two or three car garage and one single family dwelling not to exceed two stories in height. Lots #58, 64, 65, 66, 67, 76 and 80 are hereby designated as residential lots, but maybe two family dwellings.

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 any thing 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 onto 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.

RESERVATION OR EASEMENT FOR UTILITY INSTALLATION AND MAINTENANCE: The right hereby is reserved in the conventors, their successors or assigns, to grant easements from time to time for the installation and maintenance of utility services under and beneath or above the surface of said lots.

RESTRICTIONS TO CAPACITY: No dwelling shall be permitted on any lot in which the main floor 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 _____, at which time said covenants shall be automatically extended for successive periods of twenty 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 herein, 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 covenant, 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 lot 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 vicinity of the location of the building with respect to the design and location 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 or said committee, the remaining member or members 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 Nov 19 1977.

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.

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 height greater than six feet.

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

Signed: Lakeside Development Co.
I. F. Handley - Partner

STATE OF UTAH)
) SS.
 COUNTY OF DAVIS)

On the 30th day of September, A. D. 1957, personally appeared before me I. F. Handley, one of the partners of Lakeside Development Co., a co-partnership, who duly acknowledged to me that he executed the same on behalf of said partnership by due authority.

[Signature]
 Notary Public.
 Residing at Kaysville, Utah
 My Commission Expires April 4, 1958

