

180227

PROTECTIVE COVENANTS

 For File 340
 Recorder Davis County
 Page 224

MILL CREEK HEIGHTS SUBDIVISION, FLAT B

Mill Creek Hts. "B"

WHEREAS, Clyde E. Williams Company, a Utah corporation, is the owner and possessor of the following described land:

All of Lot 24; Lots 51 to 60, both inclusive; and Lots 83 to 91 both inclusive MILL CREEK HEIGHTS SUBDIVISION, FLAT "B", a subdivision of part of Section 32, Township 2 North, Range 1 East, Salt Lake Base and Meridian, in the City of Bountiful, County of Davis, State of Utah, according to the official plat thereof.

AND WHEREAS, it is our desire and intent that said property shall be conveyed subject to the following restrictions, in order to enhance a more uniform development of the lots therein, and to maintain the value thereof.

NOW THEREFORE, we do hereby declare that each and every lot included in said subdivision shall be conveyed subject to the following restrictions:

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 single family dwelling not to exceed two stories in height or a two family dwelling of approved type 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 8 feet from any side lot line, and the total width of the two side yards shall not be less than 18 feet.

C. The ground floor area of the main structure, exclusive of one-story open porches, and garages, shall not be less than 1100 square feet. Except that in case of split-level dwellings, total floor area shall not be less than 1250 square feet. All dwellings shall be constructed of new material and no buildings may be constructed or moved on to any lot until owners of such dwelling plans and/or structure has the written approval from the subdivision sponsor, or from a representative committee of three lot owners.

D. No temporary or sub-standard structure of any kind shall be used as a residence temporarily or permanently. 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 to a height greater than six feet.

E. 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. 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.

F. 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 Clyde E. Williams, Geraldine H. Williams, and Robert T. Hadley, 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 with like authority. In the event said committee, or its designated 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 have been commenced prior to the completion thereof, such approval will not be required and this covenants will be deemed to have been fully complied with. Neither the members of such committee, nor its designated representative shall be entitled to any compensation for service performed pursuant to this covenant. The power and duties of such committee, and of its designated representative, shall cease on and after January 1, 1960. 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.

 Platted ☐ Abstracted ☐
 On Map ☐ Indexed ☐
 Compared ☐ Entered ☐

Protective Covenants, Mill Creek Heights Subdivision, Plat "D", (continued)

G. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1982.

H. 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 persons or person owning any real property situated in said development of 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 him or them from so doing or to recover damages or other dues from such violations.

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.

EXECUTED this 25th day of August, A.D., 1958.

ATTEST:

Robert T. Hadley
Robert T. Hadley, Secretary

CLYDE E. WILLIAMS COMPANY

Clyde E. Williams
Clyde E. Williams, President

STATE OF UTAH

ss.

COUNTY OF DAVIS

On the 25th day of August, A.D., 1958, personally appeared before me CLYDE E. WILLIAMS and ROBERT T. HADLEY, who being by me duly sworn, did say that they are President and Secretary respectively, of the Clyde E. Williams Company, a Utah corporation, and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said Clyde E. Williams and Robert T. Hadley acknowledged to me that said corporation executed the same.

My Commission expires:

April 11, 1959

Merrill L. Black
Merrill L. Black, Notary Public

Residing at: Bountiful, Utah

