

Recorded at request of C. Herman Hughes Fee Paid 5.00
Date JAN 21 1960 at 3:48 P.M. EMILY T. ELDREDGE Recorder Davis County
By Samuel R. Bybee Deputy Book 180 Page 65

198990

PROTECTIVE COVENANTS Stone Creek all Lots

WHEREAS, we, C. HERMAN HUGHES and HERM HUGHES & SONS, INC., a Utah Corporation, HYRUM C. BROUGH and ERMA E. BROUGH, His Wife, ALMA R. ELLIOTT and ISABELL E. ELLIOTT, His Wife, and SAMUEL C. V. LAW and RUTH ANN ASHBY LAW, His Wife, are the owners of the following described tract of land situated in Davis County, State of Utah:

AND, WHEREAS, it is our desire to place restrictions on the following described property, for the improvement of said property, and to maintain higher values thereon, and for the protection of subsequent owners thereof.

NOW THEREFORE, we do hereby declare that the following described tract of land shall be conveyed subject to the Protective Covenants set forth below:

All of STONE CREEK SUBDIVISION, a Subdivision of part of Block 10, North Mill Creek Plat, Bountiful Townsite Survey, in the City of Bountiful, County of Davis, State of Utah.

1. No lot shall be used except for residential and/or agricultural purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single or double family dwelling not to exceed one and one-half stories in height and a private garage for not more than two cars.

2. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures and as to locations with respect to topography and finished grade elevations. The Architectural Control Committee is composed of the Subdivision Sponsors. 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 remaining member 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, fail 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 not be required and the related covenants shall be deemed to have been duly complied with.

3. The ground floor area of the main structures, exclusive of one-story open porches and garages, shall not be less than 1000 square feet. All dwellings and garages constructed within said subdivision shall be of brick.

4. No building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 20 feet to any side street line. No building shall be located nearer than 8 feet to an interior lot line, including the rear lot line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. A detached or attached garage or other permitted accessory building may be located next to a side lot line in accordance with the Bountiful City Zoning Ordinance.

☒ Platted
☒ Abstracted
☒ Indexed
☒ Compared
☒ Entered

5. No lot shall be resubdivided into, nor shall any dwelling be erected or placed on, any lot having a width of less than 65 feet at the minimum building setback line or an area of less than 7000 square feet.

6. Five foot easements for installation and maintenance of Utilities and drainage facilities are reserved over the rear and one side of each lot.

7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

8. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently.

9. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded changing said covenants in whole or in part.

10. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

11. 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.

C. Herman Hughes
a single man
HERM HUGHES & SONS, INC.

By C. H. Hughes Pres.

Frederic C. Brough

Ernest Brough

Wm. R. Elliott

Isabell E. Elliott

Samuel H. Law

Reuben Orin Whaley Law

STATE OF UTAH, :
: SS.
COUNTY OF DAVIS. :

On the 21st day of January, 1960, personally appeared before me C. H. HUGHES, who being by me duly sworn did say that he is president of HERM HUGHES & SONS, INC., and that the within instrument was signed in behalf of said corporation pursuant to a resolution of its board of directors and said C. H. HUGHES duly acknowledged to me that said corporation executed

Keith L. Stahl

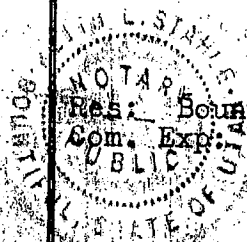
.. Notary Public ..

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STATE OF UTAH :
COUNTY OF DAVIS. : ss.

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On the 21st day of January, 1960, personally appeared before me C. HERMAN HUGHES, a single man, HYRUM C. BROUGH and ERMA BROUGH, His Wife, ALMA R. ELLIOTT and ISABELL E. ELLIOTT, His Wife, and SAMUEL C. W. LAW and RUTH ANN ASHBY LAW, His Wife, signers of the within instrument, who duly acknowledged to me that they executed the same.



Res: Bountiful, Utah
Com. Exp: May 15, 1963

Keith L. Stahl
.. Notary Public ..