

200087 PROTECTIVE COVENANTS

Country Hills Plat C

WHEREAS, we, Hal N. Harrison and Marion S. Harrison, his wife, are the owners and possessors of the following described property situated in Davis County, Utah,

All of COUNTRY HILLS SUBDIVISION, PLAT "C", a subdivision of part of Section 29, 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:

USE OF LAND: All lots in the tract shall be known and described as residential lots and no structure shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single family dwelling not to exceed two stories in height, and a private garage for not more than two cars.

No building shall be erected on any lot nearer than 25 feet to the front lot line, nor nearer than 6 feet to any side lot line, and the total width of the two side yards shall not be less than a total of 16 feet. For the purposes 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 garage or other permitted accessory building located 60 feet or more from the front lot line, may be located and shall have a minimum required side yard of not less than 1 foot.

No trade or activity which may be offensive 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 structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out buildings shall be used on any lot at any time as a residence, either temporarily or permanently.

No animals or fowls shall be kept, housed, or permitted to be kept or housed on any lot or lots in said tract except such dogs, cats or birds as are normally considered household pets.

The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 950 square feet. No lot shall be resubdivided into, nor shall any dwelling be erected or placed on any lot having a width of less than 70 feet at the minimum building setback line, or less than a total area of 7000 square feet.

No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plot 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 location with respect to topography and finished grade elevation. The Architectural Control Committee is composed of Hal N. Harrison, Marion S. Harrison, and John E. Beel. 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 erection has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been complied with.

These covenants also state that 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 6 feet.

Recorded at request of SECURITY TITLE COMPANY Ord or No. EMILY T. ELDREDGE Fee Paid 3.00
to EMILY T. ELDREDGE at 2:00 P.M. Recorder Davis County
Deputy Book 182 Page 119
Handwritten signature: E. Beel

Indexed
 Entered
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 On Map
 Aired

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them from the date hereof for a period of 30 years after which time said covenants shall be automatically extended for successive periods of 10 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.

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain him or them from so doing, or to recover damages thereof.

Invalidation 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.

Executed this 10 day of Feb., A. D. 1960.

STATE OF UTAH)
) ss.
COUNTY OF DAVIS)

Hal N. Harrison
Marion S. Harrison

On the _____ day of _____, A. D. 1960, personally appeared before me Hal N. Harrison and Marion S. Harrison, his wife, the signers of the within instrument, who duly acknowledged to me that they executed the same.

Wm H. Hollbrook
Notary Public

My commission expires Aug. 2, 1962 Residing in Beautifol, Ut.