

267555

## PROTECTIVE COVENANTS

Mill Creek Heights, Plat M. all lots.  
 Mill Creek Heights, Plat O. all lots  
 645

WHEREAS, we, Anderson Lumber Company, is the owner and possessor of the following described property situated in Davis County, Utah,

All of MILL CREEK HEIGHTS SUBDIVISION, PLATS "M" and "O", subdivisions of part of Section 32, 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 subdivisions, 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 subdivisions shall be henceforth conveyed subject to the following:

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.

B. No building shall be located on any residential building plot nearer than 30 feet to the front lot line, except on a corner lot, in which case the setback may be reduced to 25 feet on one side only. No building shall be located 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 openporches and garages, shall not be less than 1100 square feet. All dwellings shall be constructed of new materials and no building may be constructed or moved onto any lot until owners of such dwellings, 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 or wall, hedge or other object of similar design may be constructed on any lot nearer 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 plans 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 with respect to topography and finished ground elevation, by a committee composed of Glade W. Owen and Robert E. MC Hale, 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 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 covenant will be deemed to have been fully complied with. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenants. The power and duties of such committee, and of its designated representative, shall cease on and after January 1, 1981, thereafter the approval described in this covenants shall be not required

Recorded at request of SECURITY TITLE COMPANY, Order No. 34 Fee Paid 3.00  
 Date MAY 20 1964 at 10 A.M. Recorder Davis County  
 By Emily T. Eldredge Deputy Book 292 Page 645

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 On Margin ☐ Indexed ☒  
 Compared ☐ Entered ☒

(Continued)

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.

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, 1981.

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 or 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 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.

IN WITNESS WHEREOF, the grantor has caused its corporate name and seal to be hereunto affixed by its duly authorized officers this 19th day of May, A.D., 1964.

ANDERSON LUMBER COMPANY

BY

*LeRoy E. Anderson*  
President

(Corporate Seal)

STATE OF UTAH

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ss.

COUNTY OF WEBER

E. On the 19th day of May A. D. 1964, personally appeared before me LeROY E. ANDERSON, who being by me duly sworn did say, that he, the said LeRoy E. Anderson, is the president of ANDERSON LUMBER COMPANY, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said LeRoy E. Anderson duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

*Shagorid Baker*  
Notary Public

My Commission expires: January 19, 1966 Residing in Ogden, Utah