

WHEREAS, E. C. SWAIN CONSTRUCTION COMPANY, the owner and possessor of the following described property situated in Davis County, Utah.

All of ORCHARD HEIGHTS, PLAT "B", a subdivision of part of Section 20, 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:

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, and a private garage or carport for not more than three cars.

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 to any side lot line, and the total width of the two side yards shall not be less than 18 feet.

The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1050 square feet. All dwellings shall be constructed of new materials and no building may be constructed on any lot until owners of such dwellings, plans and/or structure shall have the approval from the Architectural Control Committee hereinafter enumerated.

No temporary or sub-standard structure of any kind shall be used as a residence, either temporarily or permanently. No fence, 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 6 feet.

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 fowl shall be kept, housed or permitted to be kept or housed on any lot or lots in said subdivision for any commercial purposes, nor shall any be kept, housed or permitted to be kept or housed except such dogs, cats and birds as are kept by the individual home owner as his own household pet.

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 E. Clinton Swain, LaVerda H. Swain and Arlin Swain, all of Bountiful, Utah, 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 covenant. At any time, the then record owners of the 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.

(Continued)

Recorded at request of SECURITY TITLE COMPANY, Inc. No. 157 Fee Paid 3.00  
 Date OCT 18 1965 at 2:15 P.M. Recorder EMILY T. ELDREDGE Davis County  
 By Grace P. Kefauver Deputy Book 329 Page 344

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

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 30 years from the date hereof, 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, agreeing to change said covenants in whole or in part.

No signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Trash, garbage, or other waste shall not be kept except in sanitary conditions and containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat, and over the rear five feet of each lot. Within these easements, no structure, planting or other material shall be placed, permitted to remain, or located which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained in each lot continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

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 covenants and either to prevent him or them from so doing, or to recover damages or other dues from such violator.

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 11th day of October, A.D. 1965.

E. C. SWAIN CONSTRUCTION CO.

BY: E. C. Swain  
E. C. Swain, President

STATE OF UTAH )  
COUNTY OF DAVIS ) ss.

On the 11th day of October, 1965, personally appeared before me E. C. SWAIN, who duly sworn, did say that he the said E. C. Swain, is the President of E. C. SWAIN CONSTRUCTION CO., the corporation that executed the foregoing instrument, and that said instrument was signed for and on behalf of said corporation by authority of a resolution of its Board of Directors.

Henry R. Burr  
NOTARY PUBLIC  
Residing at:  
Comm. Expires.