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C. PATRICK BATES, REALTOR, INC.
A CORPORATION OF UTAH

DECLARATION OF PROTECTIVE
COVENANTS, AGREEMENTS,
RESTRICTIONS AND CONDITIONS
AFFECTING THE REAL PROPERTY
KNOWN AS MILLCREEK ESTATES NO. 2
SUBDIVISION

-TO-
WHOM IT MAY CONCERN

Entry No. 478823
Recorded 11-21-77
Book 678 Page 815
Dated 11-1-77

WHEREAS, the undersigned is the legal and beneficial owner of
a certain tract of land situated in Davis County, State of Utah, described as
Millcreek Estates No. 2 Subdivision and more particularly described as
follows:

Beginning at a point on the South line of Crestwood
Road, said point being South 0°23'40" West along the
Section line 1292.66 feet and West 214.12 feet and
South 65°09'25" West along said South line 311.87
feet from the Northeast Corner of Section 34, Township
4 North, Range 1 West, Salt Lake Base and Meridian
and running thence South 14°23' East 565.165 feet to
the Northeast Corner of Barker Subdivision, thence South
31°53'40" West along said subdivision 483.01 feet; thence
South 85°49'40" West 56.86 feet; thence North 8°04'02"
West 635.75 feet; thence North 78°02'35" East 148.81
feet; thence North 11°57'25" West 230.93 feet to said
South line of Crestwood Drive; thence North 65°09'25"
East along said South line 179.62 feet to the point of
beginning.

Containing 5.108 acres.

- Abstracted
- Indexed
- Entered
- Platted
- On Merit
- Compared

WHEREAS, the undersigned is about to sell the property described heretofore, which it desires to subject, pursuant to a general plan of improvement, to certain restrictions, conditions, covenants and agreements between itself and the several purchasers of said property and between the several purchasers of said property themselves as hereinafter set forth:

NOW, THEREFORE, the undersigned declares that the property described heretofore is held and shall be sold, conveyed, leased, occupied, resided upon, hypothecated and held subject to the following restrictions, conditions, covenants and agreements between itself and the several owners and purchasers of said property as between themselves and their heirs, successors and assigns:

1. **MUTUAL AND RECIPROCAL BENEFITS, ETC.:** All of said restrictions, conditions, covenants and agreements shall be made for the direct and mutual and reciprocal benefit of each and every lot created on the above described property and shall be intended to create mutual and equitable servitude upon each of said lots in favor of each other lot created on the aforesaid property and to create reciprocal rights and obligations between the respective owners of all of the lots so created and to create a privity of contract and estate between the grantees of said lots, their heirs, successors and assigns, and shall, as to the owners of each lot in said tract, their heirs, successors and assigns, operate as covenants running with the land for the benefit of all other lots in said tract.

2. **TERMS OF RESTRICTIONS:** Each and all of said restrictions, conditions, covenants and agreements shall continue in full force and effect and be binding until the 1st day of January, 1991 upon which date same shall be automatically continued for successive periods of 10 years each, unless it is agreed by the vote of the then record owners of a majority of the property.

3. **PETS, ANIMALS, ETC.:** Horses and cattle shall be allowed in accordance with the ordinances of Kaysville City. No other animals, other than a reasonable and usual number of household pets, shall be kept on any of said lots.

4. **SIGNS:** No signs shall be displayed on any of said lots; however, there may be displayed a sign not exceeding 24 inches by 24 inches advertising the fact that said parcel or said dwelling is for sale or to lease.

5. **PRIVATE RESIDENCE: MOVING OF STRUCTURES:** Said premises shall be used for private residence purposes only, except as hereinafter set forth and no structure of any kind shall be moved from any other place upon said premises, nor shall any incomplete building be permitted to remain incomplete for a period in excess of 1 year from the date the building was started unless approved by the Architectural Supervising Committee.

6. **EXCAVATING:** No excavation for stone, gravel or earth shall be made on said property unless such excavation is made in connection with the erection of a building or structure thereon.

7. **RUBBISH CONTROL:** No rubbish shall be stored or allowed to accumulate thereon.

8. **EASEMENTS:** Such easement and rights of way shall be reserved to the undersigned, its successors and assigns, in and over said real property for the erection, construction and maintenance and operation

therein or thereon of drainage pipes or conduits and pipes, conduits, poles, wires and other means of conveying to and from lots in said tract, gas, electricity, power, water, telephone and telegraph services, sewage and other things for convenience to the owners of lots in said tract, as may be shown on said map and the undersigned, its successors, and assigns, shall have the right to so reserve any or all of the lots shown on said map. No structures of any kind shall be erected over any of such easements except upon written permission of the undersigned, their successors or assigns.

9. SET BACKS: No dwelling house or other structure shall be constructed or situated on any of said lots created closer than 30 feet to the front of any lot nor 20 feet to any side street, in the event of a corner lot. The minimum "side yard" shall be 16 feet from the property line. The "set back" of any building, or other structure, as to any line, shall be deemed to be the minimum distance between said buildings, or other structure, as to any street, shall be deemed to be the minimum distance between said building, or other structure, and the nearest line of said street.

10. RESUBDIVISION OF SITES: None of said lots may be resubdivided.

11. FENCES, WALLS AND TREES: All fences shall be of the same material and construction to be determined by a two-third majority of the property owners and approved by the Architectural Supervising Committee; provided, however, that the restrictions set forth in this paragraph may be waived or modified as to any parcel by the Architectural Supervising Committee hereinafter referred to. Said Architectural Supervising Committee shall also supervise the planting and growth of trees on lots in said tract in order to prevent one lot owner from planting trees to allowing trees to grow so that the view from other lots may be obstructed or impaired; the grantee agrees to abide by an order of said Committee directing him not to plant any trees or to cut down or cut back or remove any trees which may have been planted. The agreement contained in the last preceding sentence shall be construed as a covenant running with the land and not as a condition which might cause the grantee's title to be forfeited. The grantee further agrees that the members of said Committee may at any time institute or prosecute in the name of any member of said Committee any suit or suits which the Committee may consider advisable in order to compel and obtain a decree for specific performance by the grantee of his agreement to remove, cut down or cut back. Should any such suit be instituted, the grantee agrees to pay reasonable attorney's fees for the plaintiff's attorney as may be fixed by the court.

12. STABLES: All property owners shall agree to a master plan which shall locate any stables constructed on said lots in an aesthetically pleasing manner. All stables shall be of "closed" construction and not of "shed" or "open" construction. All hay and feed shall be stored in stables.

13. MANNER OF VOTING: In voting, pursuant to the provisions of paragraphs two or twelve thereof, each lot owner of record shall be entitled to one vote for each square foot of area owned by him, and the action resulting from such vote is to be evidenced by a written instrument signed and acknowledged by such lot owners and recorded in the County Recorder's Office of the County of Davis, State of Utah.

14. ARCHITECTURAL SUPERVISING COMMITTEE: An Architectural Supervising Committee consisting of ~~five~~^{two} members has been created by the undersigned, and the undersigned may fill vacancies in the Committee and remove members thereof at their pleasure, provided, however,

that when 90% of the lots in said tract have been sold, (either deeded or sold under contract of sale) thereafter, upon written designation by 85% of those who are owners (either under contract of purchase, or in fee) of lots in said tract, of some person or persons whom such owners desire to make a member or members of said Committee, the undersigned will appoint such person or persons on the Committee, and, if necessary, will remove from said Committee existing members thereof in order to create vacancies for the new appointments, provided further, however, that one person designated by the undersigned shall always remain a member of said Committee if the undersigned so desires. The functions of said Committee shall be, in addition to the functions elsewhere in this declaration set forth, to pass upon, approve or reject any plans, or specifications for structures to be erected on lots in said tract, so that all structures shall conform to the restrictions and general plans of the undersigned, and of the Committee, for the improvement and development of the whole tract. Nothing in this paragraph shall be construed as authorizing or empowering the Committee to change or waive any restrictions which are set forth in this declaration except as herein specifically provided. The Committee may act by any two of its members, and any authorization approval or power made by the Committee must be in writing signed by at least two members.

a. The Architectural Supervising Committee shall consist of C. Patrick Bates and Anita A. Bates.

15. IMPROVEMENTS:

a. Type of Structures: No building other than one single family dwelling house, and any appropriate outbuildings shall be erected on any of said lots, nor shall any house constructed on any of said lots be used for any purpose other than a dwelling house or appurtenant outhouses.

b. Before the Architectural Supervising Committee may approve any plans for construction work of any kind on the premises, the lot owner or purchaser must submit to said Committee an accurate plot plan showing the exact location of all buildings to be built on the lot. No construction of any kind or nature on any of the lots shall be commenced until either sidewalk or curb grade has been established.

c. Approval of Plans: No structures, either residence, stable, outbuilding, tennis court, swimming pool, wall, fence, or other improvements shall be constructed upon any of the said lots without the written approval as to location, height and design thereof first having been obtained from the Architectural Supervising Committee. Before construction work of any kind is started the plan of the exterior design of any building to be constructed on any of said lots shall first be submitted to the Architectural Supervising Committee for their approval, and said plans shall show the four exterior elevations of said building, together with the floor plan plotted on a map of said lots and any additional details of the house construction the Architectural Supervising Committee may require.

d. Landscaping: No landscaping shall be started on said property nor any planting of trees take place until the plans and specifications therefore have been first approved in writing by the Architectural Supervising Committee. The landscaping must be done within one year from the date the home is occupied.

16. USE: 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. The Architectural Supervising Committee shall be sole judge of which shall be an annoyance or nuisance to the neighborhood.

17. **MINIMUM BUILDING COSTS AND SIZE:** The undersigned establishes a minimum of 1,500 square feet of living space on the main floor of any dwelling to be erected on any of said lots in the subdivision.

18. **UNDERGROUND CIRCUITS:** Where underground distribution circuits are available or in place in the rear of the lots in the subdivision, the owners shall be obligated to install underground service to their homes from the distribution circuits.

19. **VIOLATION OF RESTRICTIONS, PENALTIES:** Violation of any of the restrictions, conditions, covenants or agreements herein contained shall give the undersigned, its successors and assigns, the right to enter upon the property upon or as to which said violation or breach exists, and to summarily abate and remove at the expense of the owner, any erection, thing, or condition that may be or exist thereon contrary to the provisions hereof, without being deemed guilty of trespass. The result of every action or omission whereby any restriction, condition, covenant or agreement is violated, in whole or in part, is hereby declared to be and constitute a nuisance and every remedy allowed by law against a nuisance, either public or private, shall be applicable against such result. Such remedy shall be deemed cumulative and not exclusive.

20. **ACCEPTANCE OF RESTRICTIONS:** All purchasers of property described above shall by acceptance of contracts or deeds for every lot or lots shown therein, or any portion thereof, thereby be conclusively deemed to have consented and agreed to all restrictions, conditions, covenants and agreements set forth.

21. **INVALIDITY:** It is expressly agreed that in any event any covenant or condition or restriction herein before contained, or any portion thereof, is held invalid or void, such invalidity or voidness shall in no way effect any valid covenant, condition or restriction.

C. PATRICK BATES, REALTOR, INC.

ATTEST:

By Patrick Bates
President

Anita A. Bates
Secretary

STATE OF UTAH)
) ss
COUNTY OF SALT LAKE)

On the 4th day of April, 1978, personally appeared before me C. Patrick Bates and Anita A. Bates who being by me duly sworn, did say, each for himself, that he, the said C. Patrick Bates is the President, and she, the said Anita A. Bates is the Secretary of Pin Oaks Land Company and that the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and said C. Patrick Bates and Anita A. Bates each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.



My Commission Expires:

7-18-81

Phillip J. ...
Notary Public

Residing: Salt Lake City