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Recorded at request of SECURITY TITLE CO. Order no. _____ Fee Paid 2.80
Date MAR 25 1959 at 10:18 A.M. EMILY T. ELDREDGE Recorder Davis County
By _____ Deputy Book 160 Page 344

PROTECTIVE COVENANTS

187451

Country Hills, "B"

We, the undersigned, Hal N. Harrison and Marion S. Harrison, his wife, the owners of the following described tract of land, to-wit: All of COUNTRY HILLS SUBDIVISION, PLAT "B", in the City of Bountiful, and it is our desire to place thereon certain Protective Covenants.

NOW, THEREFORE, we do hereby declare that said property shall be subject to the following:

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 outbuildings 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

Abstracted
C. E.
Compared
Entered

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.

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 covenant either to restrain him or them from so doing, or to recover damages therefor.

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.

WITNESS our hands this 24th day of March, A. D. nineteen hundred and fifty nine.

Hal N. Harrison

Marion S. Harrison

STATE OF UTAH |
 | ss.
COUNTY OF DAVIS |

On the 24th day of March, A. D. 1959, 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.

Kenyon R. Gurr
Kenyon R. Gurr Notary Public

My Commission expires: April 4, 1962 Residing in: Bountiful, Utah.

