

Chapman H. Co., 441 676

Recorded at request of **SECURITY TITLE CO.** Order no. **21723** Fee Paid **3.70**
 Date **Feb 25 1953** at **2:30 P.M.** **FAMILY T. ELDREDGE** Recorder Davis County
 by *[Signature]* Deputy Book **47** Page **57**

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128786

PROTECTIVE COVENANTS

WHEREAS, Velva Sproul and American Falls Canal Securities Company are the owners of the following described property in Clearfield, Davis County, Utah:

All of CLEARFIELD HEIGHTS, a subdivision of part of Section 1, Township 4 North, Range 2 West, Salt Lake Meridian.

AND, WHEREAS, it is the desire of said owners to place thereon Protective Covenants to protect present and future owners of lots in said Subdivision, to maintain values and desirability thereof,

NOW THEREFORE, said Velva Sproul and American Falls Canal Securities Company hereby declare and affirm that said property shall be held and owned subject to the following Protective Covenants and Restrictions:

1. No Lot shall be used except for Residential Purposes. No building shall be erected altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed one and one-half stories in height and a private garage for not more than two cars. A two-family dwelling is permitted on Lot 2 and not to exceed a four-family dwelling is permitted on Lots 13, 14, and 15.
2. No Building shall be erected, placed, or altered on any lot until the construction plans and specifications and a 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 as to locations with respect to topography and finished grade elevation. The Architectural Control Committee is composed of the Subdivision Sponsors. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. 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 a 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. The Committee's approval or disapproval as required in these covenants shall be in writing. 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 construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been duly complied with.
3. No Dwelling shall be permitted on any lot at a cost of less than \$8,000.00 Eased upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 850 square feet.
4. No building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 20 feet to any side street line. No building shall be located nearer than 8 feet to an interior lot line, including the rear lot line. 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 may be located next to a side lot line in accordance with the Clearfield City Zoning Ordinance.
5. No lot shall be resubdivided into, nor shall any dwelling be erected or placed on, any lot having a width of less than 60 feet at the minimum building setback line or an area of less than 6000 square feet.
6. Five foot easements for installation and maintenance of Utilities and drainage facilities are reserved over the rear and one side of each lot.
7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

[Signature]

8. 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.

9. 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 twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten 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.

10. 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 violation or to recover damages.

11. Validation 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.

Signed in behalf of said Corporation by authority of a Resolution of its Board of Directors.

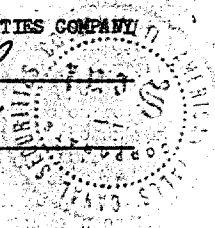
IN WITNESS WHEREOF, we have hereunto affixed our signatures this 24th day of February, A. D. 1953.

Veiva Spraul
Veiva Spraul

AMERICAN FALLS CANAL SECURITIES COMPANY

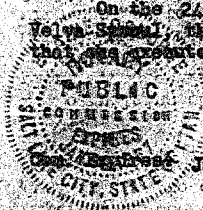
By Roy C. Bothwell

ATTEST: F. O'Neill



STATE OF UTAH)
COUNTY OF Salt Lake) SS.

On the 24th day of February, A. D. 1953, personally appeared before me Veiva Spraul, the signer of the within instrument, who duly acknowledged to me that she executed the same.

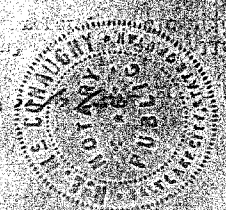


Elaine Osborne
Notary Public.
Residing at:

STATE OF UTAH)
COUNTY OF SALT LAKE) SS.

On the 24 day of February, A. D. 1953, personally appeared before me Roy C. Bothwell and F. O'Neill who being by me duly sworn did say, each for himself, that he, the said Roy C. Bothwell is the President and she, the said F. O'Neill is the Secretary of AMERICAN FALLS CANAL SECURITIES 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 Roy C. Bothwell and F. O'Neill each duly acknowledged to me that said corporation executed the same.

Commission Expires: _____
F. O'Neill
Notary Public.
Residing at: Salt Lake City, Utah



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