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28786	Ji	OTECTIVE COV	erants		

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 Specul 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 abve 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. 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 Based upon cost levels prevailing on the date these covenents 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 powches 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 muisance to the neighborhood.

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- 8. We structure of a temporary character, trailer, besement, tent, shack, garage, barn or other outhoutldings shall be used on any let 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 psriods of hen 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 pert.
- 10. Enferoment shall be by proceedings at law or is equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.
- 11. walidation 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 WITHESS WHEREOF, we have hereunt February, A. D. 1953.	o affixed our signatures this 24th day of
reutually, A. D. 1755.	
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	Valva Sment
	AMERICAN/FAILS CANAL SECURITIES COMPANY
	- Charlet V
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	ATTEST: V. D. W. C.
STATE OF UTAH)	
) SS.	
COUNTY OF Salt Lake	등장에 가는 이 경험적인 이 보이고 있는 것이 되는 것이 되고 있다. 이 경험 가능하는 것이 없는 것이 없는 것이 없는 것이다. 경험적으로 보는 경험을 하는 것이다.
Pebruary	A. D. 1953, personally appeared before me
Velva Statel; the signer of the wit	hin instrument, who duly acknowledged to me
that any great the same.	로 발생하는 경험 등록 보고 있는데 그리고 있다.
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C square close =	ElainOsbane
	Notary Public. Residing at:
Con Constraint Jan. 30, 1957	The state of the s
Carlotte Contract Con	
STATE OF UTAH) SS.	
COUNTY OF SALT LAKE	
Pebruar	
On the 24 day of Roy C. Bothwell and	A. B. 1953, personally appeared before me F. O'Neill who being by me duly sworn
did say, each for himself, that he,	
and she, the said F. O'Neill	MODE I is the Secretary of AMERICAN

FALIS CANAL SECURITIES COMPAN, and that the within and foregoing instrument was signed in behalf of said corporation by satisfity of a resolution of its board of directors and said Roy C. Bothwell F. O'Neill each duly acknowledged to me that said corporation execution the same. each duly acknowledged

Commission Expires: ?

Notery Public. Salt Lake City, Dtah Residing at:

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