

*Lots 125 to 133 Mill Creek Heights, Plat "N"*

WHEREAS, Clyde E. Williams Company, a Utah corporation, is the owners and possessor of the following described land.

All of Lots 125 to 133, inclusive, Mill Creek Heights Subdivision, Plat N, a subdivision of part of the Southwest Quarter of Section 32, Township 2 North, Range 1 East, Salt Lake Base and Meridian, in the City of Bountiful, County of Davis, State of Utah, according to the official plat thereof.

AND WHEREAS, it is the desire of said Company, and intent that said property shall be conveyed subject to the following restrictions, in order to enhance a more uniform development of the lots therein, and to maintain the value thereof.

A. 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 car-port for not more than two cars.

B. No building shall be located on any residential building plot nearer than 30 feet to the front lot line, except on corner lots, in which case the setback line shall be reduced to 25 feet, on one side only, or nearer than 8 feet from any side lot line, and the total width of the two sideyard lines shall not be less than 18 feet.

C. The ground floor area of the main structure, exclusive of one-story open porches, garages, or car-ports, shall not be less than 1000 square feet. Except than in cases of split-level dwellings, total floor area shall not be less than 1100 square feet. All dwellings shall be constructed of new material and no building may be constructed or moved on to any lot until owners of such dwelling plan and/or structure has the written approval from the subdivision sponsor, or from a representative committee of three lot owners.

D. No temporary or sub-standard structure of any kind shall be used as a residence temporarily or permanently. No fence, wall, hedge, or other object of similar design, may be constructed on any lot to a height greater than six feet.

E. 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 fowls shall be kept, housed, or permitted to be kept or housed on any lot or lots in said subdivision, except such dogs, cats, and birds as are kept as household pets.

F. 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 to location of the building with respect to topography and finished ground elevation, by a committee, composed of Clyde E. Williams, Geraldine H. Williams, and W. James Ballantyne, or by a representative designated by a majority of the members of said committee. In the event of the death or resignation of any member of said committee, the remaining members 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 representatives, fails to approve or disapprove such design and location within thirty 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 has been commenced prior to the completion thereof, approval shall not be required and this covenant will be deemed to have been fully complied with.

*See Amendment in Book 209 Page 514*

- Abstracted
- Indexed
- Entered
- Platted
- On Margin
- Compared

Recorded at request of **BLACK'S TITLE & ABSTRACT CO.** ORDER No. **2541** Fee Paid \$ **3.00**  
 Date **MAY 8 1961** at **1 35 P.M.** **EMILY T. ELDRIDGE** Recorder Davis Co.  
 By *Ernest P. Bybee* Deputy Book **208** Page **497**

*Clyde Williams Co.*

Neither the member of such committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The power and duties of such committee, and of its designated representative, shall cease on and after January 1, 1964. Thereafter, the approval described in this covenant shall be required, unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision, and duly recorded appointing a representative, who shall thereafter exercise the same powers previously exercised by said committee.

G. These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until March 20, 1986.

H. 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 persons or person 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 violatings.

I. 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 28th day of April, 1961.

CLYDE E. WILLIAMS COMPANY

*Clyde E. Williams*  
Clyde E. Williams, Pres.

STATE OF UTAH     §  
County of Davis   § ss.

On the 28th day of April, 1961, personally appeared before me Clyde E. Williams, who being duly sworn did say that he is the President of Clyde E. Williams Company, a Utah corporation, and that the said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said Clyde E. Williams acknowledged to me that said corporation executed the same.

Comm. Expires  
May 26, 1963.

*Jesse M. Anderson*  
Notary Public  
Res: Centerville, Utah