

PROTECTIVE COVENANTS  
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PROTECTIVE COVENANTS

No. 82565

William A. Dawson and  
Gladys N. Dawson, his wife  
and Arvil C. Mauchley and Lois J. Mauchley, his wife  
To  
Whom It May Concern

KNOW ALL MEN BY THESE PRESENTS:

That whereas, Victory Park Subdivision located in Layton, Davis County, State of Utah, has been designated as a residential subdivision by the owners Arvil C. Mauchley, Lois J. Mauchley, his wife, and William A. Dawson and Gladys N. Dawson, his wife, and which said property is more fully described as follows, to-wit:

COMMENCING 765.6 feet West and 635.0 feet South  $10^{\circ} 27'$  East of the Northeast corner of Section 29, Township 4 North, Range 1 West, Salt Lake Base and Meridian, and running South  $10^{\circ} 27'$  East 527.71 feet; thence West 146.68 feet; thence South  $78^{\circ} 39'$  West 50.00 feet; thence South  $11^{\circ} 21'$  East 324.71 feet to the North side of a county road South  $46^{\circ} 27'$  West 528.82 feet; thence North  $22^{\circ} 25'$  West 1315.00 feet; thence South  $89^{\circ} 47'$  East 921.40 feet to the point of COMMENCEMENT.

Therefore, Be It Known To Whom It May Concern and to all who may purchase property in said subdivision subject to these covenants. That the following protective covenants are hereby made and recorded governing all buildings to be erected on the lots located within the above described property:

All lots in the tract shall be shown and described as residential lots. No structures shall be erected, altered, placed, or permitted to remain on any residential building plot other than one detached single-family dwelling.

No building shall be erected, placed, or altered on any building plot in this subdivision until the building plans, specifications, and plot 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 as to location, of the building with respect to topography and finished ground elevation, by a committee composed of Ray J. Dawson, Roy W. Simmons, and Wm. A. Dawson, or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member, or members, shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority.

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In the event said committee, or its designated representative, fails to approve or disapprove such design and location within 30 days after said 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, such approval will not be required and this Covenant will be deemed to have been fully complied with. Neither the members of such committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this Covenant. The powers and duties of such committee, and its designated representative, shall cease on and after September 1, 1968. thereafter the approval described in this Covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then owners of a majority of the lots in this subdivision and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

No building shall be located on any residential building lot nearer than 20 feet to the frontlot line nor nearer than 20 feet to the side street line. No building, except a detached garage or other outbuilding located sixty feet or more from the front lot line, shall be located nearer than 8 feet to any side lot line.

No residential structure shall be erected or placed on any building plot, which plot has an area of less than four thousand square feet or a width of less than thirty-five feet at the front building setback line.

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 trailer, basement, tent, shack, garage, barn, or other outbuilding erected in the tract shall at any time be used as a resident temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

No dwelling costing less than \$3,000.00 shall be permitted on any lot in the tract. The ground floor area of the main structure, exclusive of one-story open porches, and garages, shall be not less than 700 square feet.

An easement is reserved over the rear five feet of each lot for irrigation ditches, utility installation and maintenance.

Until such time as a sanitary sewer system shall have been constructed to serve this subdivision a sewage disposal system constructed in accordance with the requirements of the State Board of Health shall be installed to serve each dwelling. The effluent from septic tanks shall not be permitted to discharge into a stream, storm sewer, open ditch or drain, unless it has been first passed through an absorption field approved by the health authority.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them unto January 1, 1969, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of a majority of the then owners of the lots, it is agreed to change said covenants in whole or in part. 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 person or persons owning 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 covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation. Invalidation of any one of these covenants by Judgment of Court order shall in no wise affect any of the other provisions which shall remain in full force and affect.

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