

GOLDEN ACRES SUBDIVISION NO. 2

DAVIS COUNTY, UTAH

DATED: April 25, 1950

RECORDED: May 5, 1950

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OUTLINE OF PROTECTIVE COVENANTS
FOR DEVELOPMENT OF GOLDEN ACRES SUBDIVISION NO. 2

Part A. PREAMBLE

For the purpose of sound development of this area, to maintain value levels and contribute to the character of this neighborhood, we, GOLDEN M. ADAMS AND LAVERNE E. ADAMS of Layton, Utah, the legal owners of the within described land cause these restrictions and protective covenants to be placed upon this property:

Part B. DESCRIPTION OF AREA PROTECTED BY THESE COVENANTS.

Beginning at a point 680 feet West of the Northeast corner of Section 20, Township 4 North, Range 1 West, Salt Lake Meridian, thence West 396 feet; thence South 563 feet; thence East 10 feet; thence South 160 feet; thence East 20 feet; thence South 590 feet; thence East 366 feet; thence North 1313 feet, to the point of beginning and the 40 foot radius turns arounds as shown on plat.

Part C. RESIDENTIAL AREA COVENANTS.

C-1, Land Use and Building Type. 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 two and half stories in height and a private garage for not more than two cars.

C-2 Architectural Control. 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 existing structures, and as to locations with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in Part C.

C-3 Dwelling Cost, Quality and Size. No dwelling shall be permitted on any lot at a cost of less than 6,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwelling 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 750 square feet for a one-story dwelling, nor less than 1050 square feet for a dwelling of more than one story.

C-4 Building Location. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback line shown on the recorded plat. In any event no building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 12 feet to any side street line. No building shall be located nearer than 8 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 30 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 8 feet to the rear lot line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.

C-5 Lot Area and Width. No lot shall be resubdivided into, nor shall any dwelling be erected or placed on, any lot having a width of less than 50 feet at the minimum building setback line or an area of less than 6000 square feet.

C-6 Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot.

C-7 Nuisances. 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.

C-8 Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

PART G ARCHITECTURAL CONTROL COMMITTEE

G-1 Membership. The architectural control committee is composed of Golden M. Adams, Clarence S. Simmons, and Le Roi Day, all of Layton, Utah. 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.

G-2 Procedure. 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 fully complied with.

PART H. GENERAL PROVISIONS

H-1. Term. 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 agreeing to change said covenants in whole or in part.

H-2. Enforcement. 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.

H-3. Severability. Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the provisions which shall remain in full force and effect.

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