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OUTLINE OF PROTECTIVE COVENANTS  
FOR DEVELOPMENT OF GOLDEN ACRES SUBDIVISION "NO. 3"  
JUNE 8, 1952

Golden Acres #3 sublet

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 ATHLEEN S. 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 the North East corner of Section 29, Township 4 North, Range 1 West, Salt Lake Meridian, and running thence West 680.0 feet; thence South 1313.0 feet; thence East 130.0 feet thence North 170.0 feet; thence East 100.0 feet; thence North 2° 30' East 175.0 feet thence North 15° East 229.3 feet; thence North 47° East 405.95 feet; thence North 12° 35' East 165.8 feet; thence North 30° East to the point of beginning.

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 workmanship and materials, harmony of exterior design with existing surroundings, relation 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 approved. Approval shall be as provided in Part D.

C-3 Dwelling costs, Quality and size. No dwelling shall be constructed on any lot for a cost of less than \$7,000.00 based upon cost levels prevailing at the date of recording of this outline as recorded. It being the intention and purpose of the covenants herein that all dwellings shall be of a quality of workmanship and materials which will insure a high standard of that which can be produced on the lots these covenants are intended to apply to the cost stated herein for the minimum permitted dwelling size. The cost of construction of a structure, exclusive of one-story open porches, and terraces, shall not be less than 50 square feet for a one-story dwelling, nor less than 1000 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 street line or nearer to the side street line than the minimum building setback line as shown on the subdivision map.

Filed  Abstracted   
On  Indexed   
Compared  Entered

Recorded at request of  
Date JUN 19 1952  
By *W. J. Hendrick*  
SECURITY FILE NO. 20488  
1004 EMILY T. HENDRICK  
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6/11/52

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 of 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 Ronald Clark Wiberg, 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 recorded 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 of 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.

Witness the hands of said grantors, this 5<sup>th</sup> day of June, 1952.  
Signed in the presence of

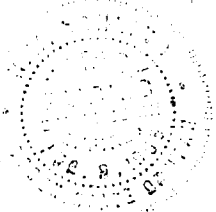
C. G. Rice  
\_\_\_\_\_  
witness

Golden M. Adams  
Kathleen R. Adams  
\_\_\_\_\_  
grantors

State of Utah )ss.  
County of Davis )

On the 5<sup>th</sup> day of June, 1952 personally appeared before me Golden M. Adams and Kathleen R. Adams signors of the within instrument, who duly acknowledged to me that they executed the same.

My Commission Expires April 3, 1958



H. H. & S. J. ...  
Notary Public

Residing at Golden, Utah