

Recorded: March 12, 1958
Entry No. 175134
Book 139 page 47
records of Davis County, Utah

OUTLINE OF PROTECTIVE COVENANTS
FOR DEVELOPMENT OF HOLT SUBDIVISION
PLAT NO. 4

March 11, 1958

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, Clarence S. Simmons, Ruth E. Simmons, Ronald C. Wiberg, Barbara S. Wiberg, Graydon S. Holt and Ethel B. Holt of Layton, Utah, the legal owners of the within described land, cause these restrictions and protective covenants to be placed upon this property:

ALL of LOTS 41 through 68, 86 through 108, and 111 through 120, HOLT SUBDIVISION NO. 4, a subdivision located in Section 18, Township 4 North, Range 1 West, Salt Lake Meridian in the City of Layton, County of Davis, State of Utah according to the official plat thereof.

PART B. AREA OF APPLICATION

The residential area covenants in Part C in their entirety shall apply to the above described property.

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 one story 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 location 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 D.

C-3 Dwelling Cost, Quality and Size No dwelling shall be permitted on any lot at a cost less than \$9,000.00 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 dwellings shall be of 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 costs 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 be not less than 1,000 square feet.

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 lines shown on the recorded plat. In any event no building shall be located on any lot nearer than thirty (30) feet to the front lot line, or nearer than twenty (20) feet to any side street line. No building shall be located nearer than eight (8) feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located thirty (30) feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than eight (8) feet to the rear lot line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall be construed to permit any portion of a building, on a lot, to encroach upon other 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 sixty (60) feet at the building set-back line or containing less than eight thousand (8000) 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 (5) 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 temporary or permanent.

PART D. ARCHITECTURAL CONTROL COMMITTEE

D-1 Membership The architectural control committee is composed of the planning commission of the City of Layton. 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 as may be regulated by ordinance of the City of Layton. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

D-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 thirty (30) days after plans and specifications have 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 E. GENERAL PROVISIONS

E-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 (10) 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.

E-2 Enforcement Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violations or to recover damages.

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

* * *