

RESTRICTION AGREEMENT *See View Sub #1*

Recorded at request of **SECURITY TITLE CO.** order no. **4-80**
Date **SEP 29 1959** at **4:40 P.M.** **EMILY T. ELDRIDGE** Recorder Davis County
By *James P. Bybee* Deputy Book **172** Page **172**

We, the undersigned **EDWIN M HIGLEY** and **AFTON C HIGLEY**, his wife, and **ALMA J NIEDERHAUSER** and **VIOLET B NIEDERHAUSER**, his wife, and **RALPH F MORGAN** and **ROSE B MORGAN**, his wife, owners of the real property hereinafter described to hereby certify and declare that the following restrictive covenants are hereby imposed upon all lots embraced within the property described as follows:

VAE VIEW SUBDIVISION NO. 1, a subdivision of part of the Northwest Quarter of Section 18, Township 4 North, Range 1 West, Salt Lake Base and Meridian, in the City of Layton, County of Davis, State of Utah, according to the official plat thereof, as recorded September 21, 1959 in Number 194047.

The covenants hereinafter specifically set forth are to run with the land and shall be binding on all parties and all persons claiming under them until 25 years from date, at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of a majority of the then owners of said lots, it is agreed to change said covenants in whole or in part. If any party hereto, their heirs or assigns shall violate or attempt to violate any of the covenants herein contained to be kept by them it shall be lawful for any other person or persons owning any real property situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate the same, either to enjoin or prohibit any such violation or for damages or other compensation or both for any such violations. In the event any of the covenants herein contained or any part thereof be declared invalid by any court of competent jurisdiction the remainder thereof shall in no ways be effected by such judgments, but shall remain in full force and effect.

1. All lots in said tract, shall be known and described as residential lots. No structures shall be erected, altered, placed or permitted to remain upon any lot other than one detached single family dwelling; such dwelling not to exceed two and one-half stories in height, a private garage for no more than three cars and other out buildings approved in advance in writing by the committee.
2. No building shall be erected, placed, or altered upon any lot in said subdivision until the building plans and specifications and the plot plan, showing the location of such building upon such lot, shall have been approved, in writing, as to the conformity and harmony of external design with existing structures in the subdivision and as to location of the structure with respect to topography and finished ground elevation. The committee authorized to examine the same shall consist of **ALMA J NIEDERHAUSER**, of Clinton, Davis County, State of Utah, **RALPH F MORGAN**, of Layton, Davis County, State of Utah, and **EDWIN M HIGLEY**, of Clearfield, Davis County, State of Utah. Said committee may, in writing designate by a majority of its members, a representative to act in the place and stead of said committee, the remaining member or members shall have full authority to approve or disapprove any design or location presented to them or to designate a representative to act for them in their stead.

In the event any plans specifications or locations shall not be approved or disapproved in writing within 30 days after the same have been submitted to be committed, or in any event, if no suit to enjoin the erection of any proposed structure or the making of any such alteration has been commenced prior to the completion thereof, the same shall be considered approved and this covenant fully complied with.

Placed Abstracted
On Map
Compared to Original

Neither the members of the Committee, nor its designated representative shall be intitled to any compensation for services performed pursuant to this covenant. The powers and duties of said committee and the members thereof shall cease on and after ten years from date. 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 record owners of a majority of the lots in the subdivision and duly recorded extending or continuing the duration of said committee and its powers.

3. 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 feet to the front lot line, or nearer than twenty feet to any side street line. No building shall be located nearer than eight feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located thirty-eight feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than thirty 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.

4. No residential structure shall be erected or placed on any building lot which lot has an area of less than 8000 square feet or a width of less than 70 feet at the front building setback line with no exceptions.

5. No noxious or offensive trade or activity and no nuisance shall be carried on upon any lot nor shall anything be done which may be or become an annoyance in the neighborhood.

6. No trailer, basement, tent, shack, garage, barn or other out building erected in the subdivision, shall at any time be used as a residence temporarily or permanently nor shall any structure of a temporary character be used as a residence nor shall any structure be placed upon any lot in said subdivision Except by constructing the same on the site of said lot.

7. No dwelling shall be erected upon any lot in said subdivision, the main ground floor area of which (exclusive of one story, open porches and garages) shall be less than 900 square feet, in the case of a one story structure, not less than 700 square feet in the case of a one and one-half story structure.

8. An easement is reserved over the rear five feet for Utility Installation and Maintenance.

9. 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.

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WITNESS the hands of said owners, the 10th day of September, 1959

Edwin M Higley
Edwin M Higley

Afton C Higley
Afton C Higley

Alma J Niederhauser
Alma J Niederhauser

Violet B Niederhauser
Violet B Niederhauser

Ralph F Morgan
Ralph F Morgan

Rose B Morgan
Rose B Morgan

STATE OF UTAH)
County of Davis }

On the 10th day of September, 1959, personally appeared before me EDWIN M HIGLEY and AFTON C HIGLEY, his wife, ALMA J. NIEDERHAUSER and VIOLET B. NIEDERHAUSER, his wife, and RALPH F MORGAN and ROSE B MORGAN, his wife, the signers of the within instrument, who acknowledged to me that they executed the same.

[Signature]
Notary Public

Kaysville
Residing at Glenfield, Utah
April 4, 1962
My Commission Expires March 25, 1962