

Recorded at request of SECURITY TITLE COMPANY, Order No. 4
Date AUG 10 1983 at 4 P M. ELLY L. ELDREDE
By [Signature] Deputy Book 324

Know all men that the following is a subdivision of part of Section 25, Township 4 North, Range 1 West, Salt Lake Meridian, in the City of Layton, according to the official plat thereof.

And it is our desire and intent to place certain restrictions on the lots included within said subdivision, to insure a uniform development therein, and to enhance the future value thereof.

NOW, THEREFORE, we do hereby state and declare that all of said lots in said subdivision shall be hereafter conveyed subject to the following restrictions:

- A. All lots in the tract shall be known 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 and a private garage for not more than two cars.
- B. No building shall be located on any residential building plot nearer than 30 feet to the front lot line, nor nearer than 20 feet to any side street line. No building except a detached garage or other outbuilding located sixty (60) feet or more from the front lot line, shall be located nearer than eight (8) feet to any side lot line.
- C. No residential structure shall be erected or placed on any building plot which plot has an area of less than 8000 square feet, or a width of less than seventy (70) feet at the front building setback line.
- D. 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.
- E. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract 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.
- F. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 800 square feet.
- G. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line.
- H. No animals or poultry of any kind other than house pets shall be kept or maintained on any part of said property.
- I. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1985, 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 whole or in part.
- J. 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 any 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 violations.

34 K. Invalidity of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Dated this 10th day of August, A. D. 1961.

James H. Morgan
Alice W. Morgan

STATE OF UTAH |
County of Davis | ss.

On the 10th day of August, A. D. 1961 personally appeared before me James H. Morgan and Alice W. Morgan, his wife, the signers of the within instrument, who duly acknowledged to me that they executed the same.

Gordon Gurr
Gordon Gurr Notary Public.

My Commission expires: April 4, 1962 Residing in: Kayville, Utah

