

Recorded *NOV 8* of 1979 *Title Ins. Agency* Fee Paid \$ *23.00*
 Date *NOV 8* 1979 at *10:03* AM CAROL DEAN PAGE, Recorder, Davis County
 By *Chambers* Deputy Book *800* Page *587*

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PROTECTIVE COVENANTS

TO WHOM IT MAY CONCERN:

We, the owners of the following described property:

Lots 1 to 34, both inclusive, AVION VISTA, of Layton City, County of Davis, State of Utah.

in consideration of the premises and as part of the general plan for improvement of said property do hereby declare the property hereinabove described subject to the restrictions and covenants herein recited.

1. These covenants are to run with the land and shall be binding on all persons claiming under them from date hereof until _____, 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 in whole or in part.

2. 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 real property situated on the above described tract to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation.

3. Invalidation 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.

4. All above described lots in the tract shall be known and described as single residential lots.

5. No building shall be erected, placed or altered on any building plot in the above described property until the building plans, specification and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the said property, and as to location of the building with respect to topography and finished ground elevation by a committee composed of M. Paul Mertlich of William Grant Bangerter or Don S. Milligan or M. Paul Mertlich, Jr., or Robert E. Mertlich, or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event said committee, or its designated representative, fails to approve or disapprove such design and location within thirty days after

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said plans and specifications have been submitted to it or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the members of such committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. The power and duties of such committee and of its designated representative shall cease on or after . 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 above described and duly recorded appointing a representative or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

6. No residence shall be located on any residential building lot described above nearer than 20 feet to the front lot lines, or nearer than 8 feet to any lot line, excluding porches, garages, cornices, spoutings, chimneys, and purely ornamental projections.

7. No noxious or offensive trade or activity shall be carried upon on any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

8. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the same tract shall at any time be used as a residence temporarily or permanently, not shall any structure of a temporary character be used as a residence.

9. The ground floor area of any dwelling permitted on any of the above described lots shall be approved by committee as in Paragraph 5.

10. Easements over the rear, front or center of the above named lots for irrigation ditches, utility installation and maintenance, as specified on recorded plat, or as presently existing.

11. No trash, ashes, or other refuse may be thrown or dumped on any of the above described lots.

Dated this 12th day of September, 1979.

BMM, a Utah Corporation
By: M. Paul Mertlich, President
Don S. Milligan, Sect-Treas.
Samuel B. Bangerter, Vice-Pres.

M. Paul Mertlich
Don S. Milligan
Samuel B. Bangerter

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

On the 16th day of October, 1979, personally appeared before me M. PAUL MERTLICH, who being by me duly sworn did say that he is the President of BMM CORPORATION, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said M. PAUL MERTLICH duly acknowledged to me that said corporation executed the same.

Deborah V. Hansen
Notary Public
Residing at: Salt Lake City

Commission expires: 2-13-83

