

Beginning at a point 690.8 feet South and 2106.5 feet East from the Northwest corner of the SW $\frac{1}{4}$ of Section 19, Township 5 North, Range 1 West, Salt Lake Base and Meridian, running thence South 25° 14' East 210.0 feet; thence South 51° 30' East 294.0 feet; thence North 25° 14' West 210.0 feet; thence North 51° 30' West 294.0 feet; to the point of beginning, containing 0.62 acres of land, more or less. Located in Davis County. Said easement to be perpetual and to allow such use and uses as are properly incident to a military access road.

Name of purported owner: Davis and Weber Counties Canal Co., a corporation.

Address of purported owner: Eccles Building, Ogden, Utah.

Estimated compensation for Easement: \$100.00.

Tract 2-AR

A portion of the W $\frac{1}{2}$ of Section 19, Township 5 North, Range 1 West, Salt Lake Base and Meridian, United States Survey, and described as follows:

Beginning at a point 21.20 feet North and 1710.8 feet East of the Northwest corner of the SW $\frac{1}{4}$ of Section 19, said Township and Range, and running thence North 45° 00' East 175.0 feet; thence South 25° 14' East 423.0 feet; thence South 27° 31' East 500.0 feet; thence South 25° 14' East 213.0 feet to the Davis And Weber Counties' Canal Co. right-of-way; thence along said right-of-way North 51° 30' West 294.0 feet; thence continue along said right-of-way North 30° 46' West 465.0 feet; thence North 26° 48' West along said right-of-way 350.0 feet to the point of beginning and containing 3.24 acres of land, more or less. Located in Davis and Weber Counties.

Name of purported owner: Elzo Maathius.

Address of purported owner: R. F. D. #4, Riverdale, Via Ogden, Utah

Estimated compensation: \$1,000.00.

Dated at Salt Lake City, Utah, this 21st day of July, 1941.

UNITED STATES OF AMERICA

By Dan B. Shields
United States Attorney

200 Federal Building
Salt Lake City, Utah

Recorded July 29th, 1941 at 9:10 A.M.

Abstracted 5/25

Alice Less County Recorder.

No. 77924 PROTECTIVE COVENANTS OF HILL VILLA SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, Hill Villa Subdivision located at Layton, Davis County, Utah, has been platted and designated as a residence subdivision by the owners, E. G. King and Ethel A. King, his wife, and W. W. Cowley and Alta L. Cowley, his wife, and said plat having been recorded with the County Recorder of Davis County, Utah, which said plat and the property contained therein is more fully described as follows, to-wit:

*See Warranty Deeds
in 1-27 of Books
Pages 115-115*

Commencing 1444.0 feet North and 1401.9 ___ West from the Southeast Corner of the Northeast Quarter of Section 20, Township 4 North, Range 1 West, Salt Lake Base and Meridian; running thence North 34°51' West 1023.8 feet; thence South 0°16' West 1234.7 feet; thence South 38°27' East 838.0 feet; thence a distance of 111.0 feet following a curve to the left with central angle of 141°16' and radius of 45 feet; thence North 0°17' East, 517.8 feet; thence North 1°25' West 505.3 feet to the place of beginning.

*See Abstract Book
in 1-7-74 Sub page 2*

THEREFORE, BE IT KNOWN TO WHOM IT MAY CONCERN and to all who may purchase property in said subdivision subject to these covenants, that the following protective covenants are hereby made and recorded governing all buildings to be erected on the lots comprised in the above mentioned plot and the use thereof:

1. All lots in the said tract shall be known and described as residential lots. No structure shall be erected, altered, placed, or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height and a private garage for not more than two cars, and other outbuildings incidental to residential use, but not offensive to residents thereon.

2. No building shall be erected, placed or altered on any building lot in this subdivision until the building plans, specifications and plot plan showing the location of such building have been approved in writing as to use and as to conformity and harmony of external design with existing structures in the subdivision and as to location of the building with respect to topography and finished ground elevation by a committee composed of W. W. Cowley, E. G. King, and Wm. A. Dawson. In the event of death or resignation of any member of said committee, the remaining member, or members, 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 such 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 powers and duties of such committee, and of its designated representative, shall cease on or after January 1, 1947, 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 this subdivision and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

3. No building shall be located on any residential lot nearer than Twenty-five (25) feet to the front lot line, nor nearer than fifteen (15) feet to any side street line, except that on Lot Twelve (12) a residence may be placed within eight (8) feet of the 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 five (5) feet to any side lot line.

4. No residential structure shall be erected or placed on any building plot, which plot has an area of less than Six thousand (6,000) square feet, or a width of less than sixty-six (66) feet at the front building set back line except that this provision shall not apply to Lots 1, 2, 3, 12, 23, 24, 25, 42, & 45 as platted.

5. 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.

6. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on this tract shall be at any time used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

7. No dwelling costing less than Three Thousand Dollars (\$3,000.00) shall be permitted on any lot in the tract. The ground floor area of the main structure, exclusive of one story open porches and garages, shall not be less than six hundred fifty square feet (650) in case of a one story structure, nor less than six hundred square feet (600) in the case of a one and one-half of two story structure.

8. An easement is reserved over the rear five (5) feet of each lot for utility installation and maintenance.

9. No person of any race other than the caucasian race shall use or occupy any building or plot in this subdivision except that this restriction shall not prevent occupancy by a person of a different race who may be domiciled or employed with an owner or tenant.

10. No building, nor any portion of any building, nor any driveway, nor any other structure shall be placed or maintained between the northerly boundary of the State Highway and a line running parallel thereto and a distance of ten feet therefrom, and between the westerly boundary of Hill Field Road and a line running parallel thereto and a distance of ten feet therefrom; said ten foot strips of ground running parallel to said streets shall be used exclusively for the planting of trees and shrubs. Ingress and egress over said ten foot strips of ground is prohibited except for purpose of installation or maintenance of plant material.

11. Until such time as a sanitary sewer system shall have been constructed to serve the subdivision, a sewage disposal system constructed in accordance with the requirements of the Utah State Board of Health shall be installed to serve each dwelling.

12. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1967, 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. 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 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 violation. 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.

WITNESS the hands of the parties thereto this 29th day of July, 1941.

WITNESS:

Elizabeth Simmons

Ethel A King
E G King
Alta L Cowley
W. W. Cowley

STATE OF UTAH)
) SS
COUNTY OF DAVIS)

On this 29th day of July, 1941, personally appeared before me E. G. King and Ethel A. King, his wife, and W. W. Cowley and Alta L. Cowley, his wife, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

My Commission Expires
March 4, 1944



Elizabeth Simmons
NOTARY PUBLIC.

Residing at Layton, Utah

Recorded July 29th, 1941 at 2:00 P.M.

Abstracted 4284

Alta L. Cowley County Recorder.

No. 77950

HOMESTEAD DECLARATION.

KNOW ALL MEN BY THESE PRESENTS:

That we, Ulysses L. Devereaux and Jessie G. Devereaux of Bountiful, County of Davis, State of Utah, do hereby, jointly and severally, declare that we are husband and wife; that the said Ulysses L. Devereaux is the head of a family domiciled in Davis County in the State of Utah and consisting of his wife, the said Jessie G. Devereaux, and three minor children; that the premises hereby claimed as homestead property under the provisions of Section 104-37-13-(11), Compiled Laws of Utah 1933, and amendments thereto, are situated in Davis County, State of Utah, and particularly described as follows, to-wit:

Beginning 228. feet West of the Southeast corner of Lot 6, Block 3, of the North Mill Creek Plat, Bountiful Townsite Survey, and running thence West 47 feet; thence North 316.8 feet; thence East 47 feet; thence South 316.8 feet to the place of beginning, containing .286 acres, more or less.

That we do by these presents, jointly and severally, claim the premises above described together with all improvements thereon and all appurtenances thereunto belonging as a homestead, and also all corporate water rights and all other water rights thereto belonging or necessarily employed in the supplying of water to the homestead for domestic and irrigation purposes as essential for the maintenance of said homestead as provided by law.

IN WITNESS WHEREOF, we have hereunto set our hands this 13th day of June, A. D. 1941.

Signed in the presence of
A E Park

Ulysses L Devereaux
Jessie G. Devereaux