

PROTECTIVE COVENANTS
CLEARFIELD VILLA SUBDIVISION
DAVIS COUNTY, UTAH
DATED: JULY 26, 1943
RECORDED: JULY 27, 1943
BOOK: O L & L PAGE: 85
INSTRUMENT NO.: 83885

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS

Applying to CLEARFIELD VILLA Subdivision CLEARFIELD UTAH

KNOW ALL MEN BY THESE PRESENTS:

That we, H. S. BARRINGTON and LUCILLE L. BARRINGTON, his wife, of the City of Clearfield, County, of Davis, State of Utah, the owners of the property described below have caused to be approved as required by law, and recorded in the office of the County Recorder of Davis County at Farmington, Utah, a plat of that certain tract of land in Davis County known and described as CLEARFIELD VILLA, consisting of Lots 1 to 69 inclusive.

Commencing at a point on the West line of the State Highway, 50 feet West and 50 feet South of the Northeast corner of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 35, Township 5 North, Range 2 West, Salt Lake Meridian, and running thence South along the West line of said Highway 600 feet; thence West 1006 feet; thence North 600 feet, more or less, to a point due West of point of beginning, thence East 1006 feet to place of beginning.

And, we do hereby covenant and agree as follows:

These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1969, at which time said Covenants shall be automatically extended for successive periods of 10 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 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 violation.

Invalidation of any one of these Covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

A. All lots in the tract shall be known and described as residential lots. No structure shall be erected, altered, placed, or permitted to remain on any residential building plot other than one detached single-family dwelling, not to exceed one story in height and a private garage for not more than 2 cars.

B. No building shall be erected, placed, or altered on any building plot in this subdivision until the building plans, specifications, 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 subdivision, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of H. S. Barrington, W. M. Boyer, and A. R. Irvine, 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, 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 30 days after 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 powers and duties of such committee, and of its designated representative, shall cease on and after January 1, 1950. 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.

C. No building shall be located on any residential building plot nearer than 22 feet to the front lot line, nor nearer than 25 feet to any side street line; except that on all building plots abutting U. S. Highway 91, no building shall be located nearer than 25 feet to the front lot line nor nearer than 25 feet to any side street line. No building, except a detached or other outbuilding located 80 feet or more from the front lot line, shall be located nearer than 8 feet to any side lot line. No residence shall be erected on any lot further than 28 feet from the front lot line.

D. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 5500 square feet or a width of less than 55 feet at the front building setback line.

E. 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.

F. 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.

G. No dwelling costing less than \$3500 shall be permitted on any lot in the tract. The ground floor area of the main structure,

PLAT OF CLEARFIELD VILLA

exclusive of one-story open porches and garages, shall be not less than 750 square feet. DAVIS COUNTY

H, An easement is reserved over the rear 10 feet of Lots 1 to 39 inclusive and the rear 5 feet of Lots 40 to 52 inclusive and Lots 57 to 69 inclusive and over the South 5 feet of Lots 54 and over the North 5 feet of Lot 55, there is also reserved 5 feet along the east boundary line of Lot 24 and west boundary line of Lot 25 for utility drainage, and sewer line maintenance.

I. No building nor portion of any building, nor any driveway nor any other structure shall be placed or maintained between the easterly boundary of the tract and a line running parallel thereto and a distance of 10 feet westerly therefrom. Said 10 foot strip of ground shall be used exclusively for the planting of trees and shrubs. Ingress and egress over said 10 foot strip of ground is prohibited except for the purposes of installation and maintenance of plant material.

J. No person or persons of any race or nationality other than the Caucasian race, shall use or occupy any building or any lot, except that this Covenant shall not prevent occupancy by domestic servants of a different race or nationality by an owner or tenant.

IN WITNESS WHEREOF the said parties to this agreement have hereinto signed their names this 26th day of July, 1943.

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