

4 CUL-DE-SACS-Loop driveways:-40 Ft wide-860 Ft. long.
3 CUL-DE-SAC PARKS:- 10340 Sq. Ft.
WALK WAY-8 Ft. wide 210 Ft. long

A. Z. Richards.

APPROVAL

Approved and Accepted by the Town Board of CLEARFIELD Davis County-Utah,
this 17th day of Aug. 1943.



G H Holt President
C. L. Smith
C. J. Stoker
D. M. Nelson
Jesse D. Barlow Clerk
Jos. L. Mabey

Recorded this 20 of Aug. 1943, at 2:05 P.M.

Abstracted *Layton Park Sub.*



Signed: Alice Hess Recorded for
Davis Co.

No. 84251 CERTIFICATE OF USE RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That whereas, the undersigned, COTTAGE HOMES, INC., a Corporation of the State of Utah, is the Owner of a certain parcel of land described below in the County of Davis, State of Utah and has caused to be approved as required by law and recorded in the Office of the County Recorder of Davis County, State of Utah a plat of this certain tract of land in Davis County, said plat to be known and described as LAYTON PARK SUBDIVISION, consisting of five (5) blocks and aggregating 120 lots, both inclusive. Property covered by this Subdivision is more particularly described as follows:

Beginning 1014.35 feet North and 2447.96 feet West of the Southeast corner of Section 1, Township 4 North, Range 2 West, Salt Lake Base and Meridian, and running East 160 feet; North 269.6 feet; East 969.6 feet; South 1017.35 feet; West 298.8 feet; South 72.5 feet; West 802.03 feet; North 41° 56' West 235.58 feet; East 128.66 feet; North 645.0 feet to the place of beginning and containing 26.96 acres.

AND WHEREAS said Cottage Homes, Inc. has subdivided said land into building lots in a subdivision designated as Layton Park and is filing and recording the plat thereof as required by law, and

WHEREAS it is desired in connection with the platting and subdivision of said land and as part of a general building plan for the benefit and protection of the owners of the respective parcels within said area to provide for certain use restrictions, which shall govern and control the use and enjoyment of the lots within such subdivision.

NOW, therefore, the undersigned, Cottage Homes, Inc., does hereby certify and declare that each and all of the lots within such subdivision, shall, upon conveyance thereof by the undersigned, be owned, held and enjoyed by the respective grantees thereof, their heirs and assigns subject to the following restrictions:

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 ten years unless by vote of a majority of the then owners of the lots it is agreed to change

See Warranty Deed in 1-22 of Deeds page 645
See Warranty Deed in 1-23 of Deeds page 402-465
See Warranty Deed in 1-24 of Deeds page 600
See Warranty Deed in 1-25 of Deeds page 12-13-14
See Warranty Deed in 1-26 of Deeds page 45-51-62
See Warranty Deed in 1-27 of Deeds page 107-109

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 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.

(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 plat other than one detached single-family dwelling and a private garage for not more than two cars.

(b) No building shall be erected, placed, or altered on any building plat in this subdivision until the building plans, specifications and plat 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 LEO L. CAPSON and AFTON JONES, or by a representative designated by 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 within thirty 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, 1948. 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 recorded 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 nearer to the front lot line or nearer to the side street line than the building setback lines shown on the recorded plat. No building shall be located on any residential building plot nearer than 22 feet to the front lot line, nor nearer than 22 feet to any side street line. No building except a detached garage or other outbuilding located 60 feet or more from the front lot line, shall be located nearer than 10 feet to any side 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 width of less than fifty

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