

PROTECTIVE COVENANTS  
LAKEVIEW SUBDIVISION  
DAVIS COUNTY, UTAH  
DATED: SEPTEMBER 7, 1944  
RECORDED: SEPTEMBER 22, 1944  
BOOK: Q L & L PAGE: 352  
INSTRUMENT NO.: 87587

CERTIFICATE OF PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the undersigned RALPH W. LARSON and MARGARET E. LARSON, his wife, of Salt Lake City, Salt Lake County, State of Utah, are the owners of certain parcels of real property situate in Davis County, State of Utah, consisting of Lots 1 to 99, both inclusive, in a certain tract now designated and known as Lakeview Subdivision and which tract in its entirety is more particularly bounded and described as follows, to wit:

Commencing at a point on the south line of an east and west County Road which is 33 feet south and 33 feet east of the northwest corner of Section 1, Township 4 North, Range 2 West of the Salt Lake Base and Meridian, thence east 1481.13 feet to a point 3 rods west of the westerly line of Wilford Guthrie along said south line of said County Road, thence south 588.23 feet; thence west 1481.13 feet; thence north 588.23 feet to beginning. Containing 20 acres, more or less. Less that part of land properly deeded to State Road Commission containing 0.20 acres, balance 19.50 acres.  
and

WHEREAS, said Lakeview has been duly dedicated as a subdivision as required by law and the plat thereof has been duly approved and is now on file and of record in the office of the County Recorder of Davis County, State of Utah; and

WHEREAS, heretofore under date of August 10, 1943, there were recorded in the office of the County Recorder of said Davis County as Instrument 84085 certain protective covenants; and

WHEREAS, said instrument so recorded as aforesaid did not include all of said ninety-nine lots and certain changes in the covenants therein contained are necessary and proper; and

WHEREAS, the undersigned COLUMBIA SAVINGS & LOAN ASSOCIATION, A corporation, is now mortgagee of the premises hereinabove described and is an interested party in the substitution for said protective covenants those hereinafter set forth and for such purpose is joining herein in the execution of this instrument; and

WHEREAS, it is desired, in connection with the develop-

ment of said subdivision and as part of the general plan for the benefit and protection of the owners of said respective lots above described to provide for protective covenants and use restrictions which shall govern and control the use and enjoyment of said lots above described;

NOW, THEREFORE, the undersigned Ralph W. Larson and Margaret E. Larson, his wife, and Columbia Savings & Loan Association do hereby certify and declare that said protective covenants heretofore filed of record as aforesaid be and the same are hereby wholly vacated, annulled and withdrawn and that in lieu of said protective covenants heretofore filed each and all of said lots hereinabove designated are and shall, upon conveyance or encumbrance thereof, be owned, held and enjoyed by the respective grantees thereof, their heirs and assigns, subject to covenants respecting the use thereof 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 to 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.

A. All lots in said 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, not to exceed one story in height and a private garage for not more than two cars, and other outbuildings incidental to residential use of the plot.

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 sub-division, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of Lester Hodges, Donald Larson and Ralph W. Larson, 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 re-

maintaining 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, 1951. 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 nearer to the front lot line or nearer to the side street line than the building set-back lines shown on the recorded plat. In any event, 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, except that on Lot 91, a house may be erected within 15 feet of the side street line. No building except a detached garage or other outbuilding located 50 feet or more from the front lot line shall be located nearer than 8 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 a width of less than 55 feet at the front building setback line, except that a residence may be erected or placed on any lots as platted as shown on the recorded plat. No detached garage shall be located nearer than one foot to any side lot 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 \$3500.00 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 750 square feet.

H. An easement is reserved over the rear 5 feet of each lot for utility installation and maintenance.

I. None of the lots shown on said plat shall be occupied by any Mexican or Hindu, or any person not of the Caucasian Race. No Mexican or Hindu, or person of any race other than the Caucasian race shall use or occupy any building of any lot, except that this covenant shall not prevent occupancy by domestic servants of a different race domiciled with an owner or tenant.

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

K. An easement and right of way for a 6 inch water line is reserved over and across the east 5 feet of Lot 4 and the west 5 feet of Lot 5.

L. An easement and right of way for a sewer line and storm drain is reserved over the southerly 5 feet of Lot 44 and the northerly 5 feet of Lot 45.

M. No fences shall be constructed or maintained nearer than 25 feet from the front line of any lot.

IN WITNESS WHEREOF, said individual parties to this agreement have hereunto signed their names and said Columbia Savings & Loan Association has caused this instrument to be signed and its seal thereto affixed by its duly authorized officers this 7th day of September, 1944.

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