

RECORDED OCT 21, 1954 at 1:50 p.m.

Entry No. 140794, Book 73 Page 32

Davis County, Utah Records

(Wasatch Heights)

PROTECTIVE COVENANTS

These Protective Covenants dated this 20th day of October, 1954, to cover ALL of WASATCH HEIGHTS, a subdivision, according to the official plat thereof.

1. No lot shall be used except for residential purposes. No building shall be altered, placed or permitted to remain on any lot other than one single family dwelling not to exceed one story in height and a private garage for not more than one car.

2. No dwelling shall be permitted on any lot at a cost of less than \$7,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 800 square feet.

3. No building shall be located on any lot nearer than 10 feet to the front lot line, or nearer than 05 feet to any interior lot line, not nearer than 25 feet to any rear lot line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as part of the building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. A detached garage or other permitted accessory building may be located next to a side lot line in accordance with the Layton City Zoning Ordinance.

4. No lot shall be resubdivided into, no shall any dwelling be erected or placed on, any lot having a width of less than 60 feet at the minimum building setback line or an area of less than 6000 square feet.

5. Easements for installation and maintenance of utilities and drainage facilities are reserved over the rear five feet or each lot.

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

7. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot any time as a residence either temporarily or permanently.

8. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded changing said covenants in whole or in part.

9. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

10. 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.

Layton Construction, Inc.

By William D. Hill  
President

STATE OF UTAH        X  
                          SS.  
COUNTY OF DAVIS    X

On this 20th day of October, 1954, personally appeared before me William D. Hill, who being by me duly sworn, did say that he is the president of Layton Construction, Inc., the corporation that executed the foregoing instrument, and that he signed said instrument for and on behalf of said corporation by authority of a resolution of the Board of Directors of said corporation.

(SEAL)

Gordon Gurr  
Notary Public  
Residing at Kaysville, Utah  
Com. Expires April 4, 1958