

501006

LA DONNA MESA SUBDIVISION Plat "B"

Recorded at request of BLACK'S TITLE & ABSTRACT CO. Order # Fee Paid \$ 25.00
Date JUL 8 1978 at 10:45 AM MARGUERITE S. BOURNE Recorder Davis County
By *S. D. Manning* Deputy Book 716 Page 154

KNOW ALL MEN BY THESE PRESENTS: That whereas L. A. Campbell, hereinafter referred to as owner, holds fee simple title to certain lands situated in Layton, Davis County, Utah; and

Whereas, the owner has subdivided the said real property and a subdivision plat thereof is recorded in the Davis County Records Office, Farmington, Utah, and is known and referred to as La Donna Mesa Subdivision plat "B"; and

Whereas, the owner is desirous of creating certain protective covenants and building restrictions upon the said property for the purpose of restricting and governing the use of said lots in the subdivision for the protection of themselves and future owners;

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained and in consideration of the purchase of any lot or lots within the aforesaid subdivision at any time hereafter, I, the aforementioned Owner, hereby establish and create these protective covenants and restrictions and make them applicable to all the lots in the above mentioned La Donna Mesa Subdivision plat "B", and we hereby covenant and agree as follows:

1. All lots in La Donna Mesa plat "B" shall be known as and described as residential lots. No structure shall be erected, altered, or placed or permitted to remain on any residential building lot other than single-family dwellings and not to exceed two stories in height.

2. No building shall be located on any lot nearer than 30 feet to the front lot line or nearer than 8 feet to any side lot line; provided, however, that buildings located on a corner lot shall be set back at least 20 feet from the side street line.

3. The minimum frontage of any lot shall be 85 feet and each lot shall contain a minimum of 10,000 square feet.

4. The ground floor area of any one-story building shall contain a minimum of 1200 square feet exclusive of a two car garage. For a two-story home, the ground floor exclusive of a two-car garage may be reduced to 1000 square feet. All homes will be built to include a minimum of a two-car garage.

- Abstracted
- Indexed
- Entered
- Platted
- On Merger
- Compared

Black

5. All dwellings shall be constructed of new materials and may be all brick (rock or brick is interchangeable) or brick-stucco, or brick wood combinations, but at least 65% must be brick. All dwellings shall be constructed of new materials; and no trailer, basement, tent, shack, or barn or other out-buildings erected in the tract shall be used as a residence, temporary or permanent, nor shall any structure of a temporary nature be used as a residence.

6. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Trailers, trucks, campers, boats and all types of accessory equipment are permitted to be stored or repaired only in garages or behind the front line extended of the garage. All lots whether built upon or not will have the front half of the lot landscaped or cultivated to be kept free of weeds so as not to detract from the neighborhood area within 18 months from date of purchase.

7. All plans and specifications must be approved by the following committee prior to starting construction. Committee members are L.A. Campbell, Don S. Milligan and D.R. Anderson. Construction on all lots must commence within 90 days of the date of purchase and proceed in an orderly expeditious manner. In the event that construction has not been commenced within 90 days the sales shall be considered cancelled and any monies paid shall be retained by the owner as liquidating damages. Two complete sets of plans shall be submitted to the committee for their review and must be signed by at least two members of the committee before construction can commence. One signed set will be returned to the contractor and one signed set will be retained in a permanent file by the Owner. (Developer)

8. These covenants are to run with the land and shall be binding on all parties hereto and all persons claiming under them until January 1, 1995, and 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 nullify or change the said covenants in whole or in part.

9. 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 subdivision to prosecute any proceedings at law or inequity against the persons or person violating or attempting to violate any such covenants and whither to prevent him or them from so doing, or to recover damages for such violation.

10. Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Witness the hands of parties here to this 30th day of June
A.D. 1978.

[Signature]
L.A. Campbell
[Signature]
Don S. Milligan
[Signature]
D.R. Anderson

STATE OF UTAH)
)SS
COUNTY OF DAVIS)

On the 30th day of June, A.D. 1978, personally
L. A. Campbell, Don S. Milligan,
appeared before me and D.R. Anderson, the signers of the foregoing
Restrictive Covenants who duly acknowledge to me that he executed the same.

[Signature]
Notary Public

My commission expires: 12/3/79
Residing in: Bountiful, Utah
RONALD G. BLACK
NOTARY
PUBLIC
STATE OF UTAH