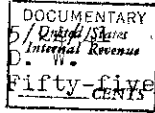


218

and that the same is subject to redemption pursuant to the statute in such cases made and provided.

Dated and issued at Farmington, Davis County, Utah, this 23rd day of May, 1941.

Irvine, Skeen & Thurman
Walker Bank Building
Salt Lake City, Utah



Joseph Holbrook
Joseph Holbrook
Sheriff, Davis County

Recorded May 24th, 1941 at 12:20 P.M.

Abstracted 3/64

Alice Hess County Recorder

No. 77266

PROTECTIVE COVENANTS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That whereas the undersigned, R. O. Layton and Virginia P. Layton, husband and wife, of Kaysville City, County of Davis, State of Utah, hereinafter referred to as the Owners, are the owners in fee simple of the following described lands situate in said Kaysville City, County of Davis, State of Utah, to-wit:

All of Lots 1 and 2 in Block 5, Plat "C", Kaysville Townsite Survey.

And whereas said Owners have caused said lands to be surveyed and platted under the name LAYTON SUBDIVISION and have caused the same to be subdivided into lots and streets for the purpose of building up and selling the said lots for residences, except as hereinafter provided; and

Whereas the Owners aforesaid are desirous of creating certain protective covenants and building restrictions upon said property for the purpose of restricting and governing the use of said lots in the said subdivision for the protection of themselves and future owners therein;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained and in consideration of the purchase of any lot or lots within the aforesaid subdivision at any time hereafter within the time limits herein prescribed, we hereby make protective covenants and restrictions applicable to all of the land herein described, and covenant and agree as follows, to-wit:

1. All lots in the tract shall be known and described as residential lots except lot number eight, which may be used for retail business. 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 and one-half stories in height and a private garage for not more than two cars, any other necessary or desirable outbuildings incidental to residential use for the plot.

2. 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. In any event, no building shall be located on any residential building plot nearer than twenty feet to the front lot line nor nearer than ten feet to any side street line. No building, except a detached garage or other outbuilding located fifty feet or more from the front lot line, shall be located nearer than eight feet to any side lot line.

3. No residential structure shall be erected or placed on any building plot, which plot has an area of less than five thousand square feet or a width of

All Amendments to Protective Covenants and Restrictions in 77266 are on page 302

219

less than fifty feet at the front building setback line.

4. 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 a nuisance in the neighborhood.

5. 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.

6. No dwelling costing less than twenty-six hundred dollars 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 be not less than six hundred thirty square feet in case of a one story structure, nor less than five hundred square feet in the case of a one and one-half story structure.

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

These Covenants are to run with the said land and shall be binding on all parties hereto and all persons claiming under them until January 1, 1968, 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 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 affect any of the other provisions which shall remain in full force and effect.

Dated at Kaysville City, County of Davis, State of Utah, this 23 rd day of May, 1941.

Orlando J. Bowman
Witness

R. O. Layton
Virginia P. Layton

STATE OF UTAH)
 : S.S.
COUNTY OF DAVIS)

On this 23rd day of May, 1941 personally appeared before me R. O. Layton and Virginia P. Layton, his wife, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

My Commission Expires:
November 1, 1943



Orlando J. Bowman
Notary Public residing
at Kaysville, Utah

Recorded May 26th, 1941 at 9:15 A.M.

Abstracted, *h/p*

Alice Hess County Recorder.

302

THE FEDERAL LAND BANK OF BERKELEY.

By Wm. H. Woolf
Assistant Vice President

By F. S. Baldwin
Assistant Secretary



FEDERAL FARM MORTGAGE CORPORATION
By The Federal Land Bank of Berkeley
Attorney in Fact.

By Wm. H. Woolf
Assistant Vice President

By F. S. Baldwin
Assistant Secretary

STATE OF CALIFORNIA }
County of Alameda } ss.

On the 11th day of July, 1941, personally appeared before me, WM. H. WOOLF who, being by me duly sworn, did say that he is the Assistant Vice President of The Federal Land Bank of Berkeley, and on said date personally appeared before me F. S. BALDWIN, who, being by me duly sworn, did say that he is the Assistant Secretary of said Bank, and said persons did say that said instrument was signed in behalf of said Corporation by authority of its bylaws, and said WM. H. WOOLF and F. S. BALDWIN acknowledged to me that said Corporation executed the same.

My commission will expire:
August 6, 1942



E. D. Wilson
Notary Public in and for
Alameda County, California
Residing at Oakland, California.

STATE OF CALIFORNIA }
County of Alameda } ss.

On the 11th day of July, 1941, personally appeared before me, WM. H. WOOLF who, being by me duly sworn, did say that he is the Assistant Vice President of The Federal Land Bank of Berkeley, and on said date personally appeared before me F. S. BALDWIN, who being by me duly sworn, did say that he is the Assistant Secretary of said Bank and said persons did say that said Bank is the attorney in fact of the Federal Farm Mortgage Corporation, and that said instrument was signed in behalf of the Federal Farm Mortgage Corporation by authority, and said WM. H. WOOLF and F. S. BALDWIN acknowledged to me that said Bank as such attorney in fact executed the same by authority of its bylaws.

My commission will expire:
August 6, 1942



E. D. Wilson
Notary Public in and for
Alameda County, California
Residing at Oakland, California
Abstracted 4/182-284.

Recorded August 18th, 1941 at 9:50 A.M.

E. D. Wilson County Recorder.

No. 78087

AMENDMENT TO PROTECTIVE COVENANTS
AND RESTRICTIONS

INDENTURE made this 16 day of August, 1941 by and between R. O. LAYTON and VIRGINIA P. LAYTON, his wife, VESTAL BLOXHAM and Aliene N. BLOXHAM, his wife and BARNES BANKING COMPANY, a corporation,

WITNESSETH:

WHEREAS, a plat of Layton Subdivision within Kaysville Townsite Survey,

303

Davis County, Utah, was duly executed, approved and filed for record in the office of the Davis County Recorder on the 23rd day of May, 1941, at 9:45 o'clock a. m. and Protective Covenants and Restrictions relating thereto were executed on the 23rd day of May, 1941, and filed for record and recorded in said office on the 26th day of May, 1941, at 9:15 o'clock a. m. in Book N of Liens, Leases, Etc., page 218 and

WHEREAS it was the intention of the signers of said Protective Covenants and Restrictions to exclude from the restrictions of paragraph numbered 3 herein all of Lots 2 and 6 in said Layton Subdivision, and

WHEREAS, the parties hereto constitute all of the persons interested or owning any interest in said subdivision or any part thereof, and are desirous that said Protective Covenants and Restrictions be amended to conform to the intention of the signers thereof as aforesaid.

NOW, THEREFORE, in consideration of the premises and of the execution of this indenture by each other, said parties hereby covenant and agree that paragraph numbered 3 of said Protective Covenants and Restrictions be and the same is hereby amended to read as follows:

"3. No residential structure shall be erected or placed on any building plot, which plot has an area of less than five thousand square feet or a width of less than fifty feet at the front building setback line, excepting herefrom Lots 2 and 6, and a residential structure may be erected or placed on either of said lots as a building plot as bounded and described in the aforesaid Plat of said Subdivision."

IN WITNESS WHEREOF, said parties have hereunto set their names the day and year first above written.

R. O. Layton
Virginia P. Layton
Vestal Bloxham
Aliene N. Bloxham

BARNES BANKING COMPANY, a corporation

By J R Gailey
Cashier

STATE OF UTAH)
 : SS
COUNTY OF DAVIS)

On the 16 day of August, 1941, personally appeared before me R. O. Layton and Virginia P. Layton, his wife, Vestal Bloxham and Aliene N. Bloxham, his wife signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

My commission expires:
Feb. 27, 1944



Alan B Blood
Notary Public
Residing at Kaysville, Utah

STATE OF UTAH)
 : SS
COUNTY OF DAVIS)

On the 16 day of August, 1941, personally appeared before me J. R. Gailey, who being by me duly sworn did say that he is the Cashier of the Barnes Banking Company a corporation, and that said instrument was signed in behalf of said corporation by authority of its by-laws, and said J. R. Gailey, acknowledged to me that said