

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS

Applying to  
LAKEVIEW SUBDIVISION

In  
CLEARFIELD, UTAH

KNOW ALL MEN BY THESE PRESENTS:

That we, RALPH W. LARSON and MARGARET E. LARSON, husband and wife, of the City of Salt Lake, County of Salt Lake, State of Utah, owners of the property described below, have caused to be approved as required by law, and recorded in the office of the County Recorder of Davis County, Utah, a plat of that certain tract of land in Davis County known and described as LAKEVIEW SUBDIVISION, consisting of Lots 1 to 63 inclusive.

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, we do hereby covenant and agree 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 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 effect 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 2 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 subdivision, and as to location of the building with the respect to topography and finished ground elavation, 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 remaining 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 sub-

division 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. 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. No building except a detached garage or other outbuilding located 60 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 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 750 square feet.

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

I. No persons 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 foot strips of ground shall be used exclusively for the planting of trees and shrubs. Ingress and egress over said 10 foot strips of ground is prohibited except for the purposes of installation and maintenance of plant material.

IN WITNESS WHEREOF the said parties to this agreement have hereinto signed their names this 5th day of August, 1943.

Ralph W Larson  
Ralph W. Larson  
Margaret E. Larson  
Margaret E. Larson

County of Salt Lake X

On this 5th day of August, 1943 personally appeared before me, Ralph W. Larson and Margaret E. Larson, his wife, the signers of the above instrument, who duly acknowledged to me that they executed the same.

Commission Expires

May 14, 1947



Jesse N Ellertson

Notary Public

Residence Salt Lake City, Utah

Recorded August 10th, 1943 at 9:24 A.M.

Abstracted *Lakeview Sub.*

*Jess Moss* County Recorder

No. 84161

AFFIDAVIT

STATE OF UTAH X

SS

COUNTY OF DAVIS X

Sarah S. Perkins, being first duly sworn according to law deposes and says that she is now and for more than 75 years last past has been a resident of Davis County, State of Utah; that she was personally acquainted with that certain Heman Coltrin, named as the grantee in a deed from John Pack, Sr. dated, Jan. 1st 1872, and recorded in the office of the County Recorder of Davis County in Book "D" of Deeds on page 462; and that this Heman Coltrin is one and the same person as that certain grantee named as H. Coltrin in a deed from Horace S. Eldredge, dated March 20th 1870, and recorded in the same said office in Book "E" of Deeds on page 460. That this affiant then lived neighbor to said Heman Coltrin.

Sarah S perkins

Subscribed and sworn to before me this 19th day of July 1943.

My commission expires

April 28th 1947.



D Ray Moss

NOTARY PUBLIC

Residing at Salt Lake City, Utah

Recorded August 12th, 1943 at 1:20 P.M.

Abstracted *24-2N-11W*

*Jess Moss* County Record er