

PROTECTIVE COVENANTS
FOR
KAYLINE SUBDIVISION

Part of Sec. 21, Tn. 4 N., Rg. 1 W., Salt Lake Meridian. Owned by Frank D. Adams, Center Street, Layton, Davis County, Utah.

These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1967, 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 affect any of the other provisions which shall remain in full force and effect.

A. All lots in the tract shall be known and described as residential lots, except Lots "A" and "B" - and Lot 1 Block V.

No structures shall be erected, altered, placed, or permitted to remain on any residential building plot other than one detached single-family dwelling or one-story approved two family dwellings 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 subdivisions, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of Frank D. Adams, M. C. Small and Town Board Member, 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

formed pursuant to this Covenant. The powers and duties of such committee, and of the designated representative, shall cease on and after December 31, 1966. 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 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 setback lines shown on the recorded plat. In any event, no building shall be located on any residential building plot nearer than 25 feet to the front lot line, nor nearer than 15 feet to any 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 1 foot to any side street line. No residence or attached appurtenance shall be erected on any lot farther than 50 feet from the front lot line.

D. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 600 square feet or a width of less than 20 feet at the front building set-back 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 \$2500 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 600 square feet in the case of a one-story structure nor less than 600 square feet in the case of a one and one-half, two, or two and one-half story structure.

H. Easements affecting lots Nos. "A" and "B" and Lot 1 Block 5 are reserved and shown on the recorded plat, for utility installation and maintenance.

I. No lots shall be sold, and no structures shall be erected and sold to any person not a member of the Caucasian race. Also no person except member of the Caucasian race shall own property in this subdivision.

J. No property in this subdivision (with the exception of the improved property at the corner of Center Street and Colonial Avenue - Lots "A" and "B" - and Lot 1 Block 5) shall be used for the raising of hogs, cows, horses, or other livestock or animals, except that said premises may be used for the purpose of keeping and raising of chickens for private use, and for the keeping of riding horses, dogs, cats, and household pets for private use and enjoyment only.

