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Platted Abstracted
 On Margin Indexed
 Compared Entered

Recorded at request of _____ Fee Paid 3.70 *Airplane Park*
 Date NOV 2 1953 at 12:30 P.M. *Emily J. Eldridge* Recorder Davis County *lots 2 to 49 inc*
 By _____ Deputy Book 57 Page 138 " 51 to 53 inc

RESTRICTIONS FOR AIRPLANE PARK SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS, That the undersigned owner of the following described property situate in Davis County, Utah, to-wit:

All of Lots 2 to 49 inclusive and Lots 51 to 53 inclusive, AIRPLANE PARK, a subdivision, of part of the Southeast quarter of Section 1, Township 4 North, Range 2 West, Salt Lake Base and Meridian, according to the official plat thereof recorded in the office of the County Recorder of Davis County, State of Utah, and filed for record and recorded the 11th day of April, A.D. 1951, at 4 o'clock p.m., in Book "P" of L. & L. Etc., Page 127.

is desirous of creating restrictions and covenants affecting said property,

NOW THEREFORE, in consideration of the premises, the undersigned hereby declares the property hereinabove described subject to the following restrictions and covenants:

These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1974, 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. 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 three cars.

B -No building shall be erected, placed, or altered on any building plat 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 respect to topography and finished ground elevation, by a committee composed of Richard F. McKean, L. W. Sowles and H.H. Halliday,

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, of 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, 1954. 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 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 30 feet to the front lot line, nor nearer than 8 feet to any side street line, as determined by Clearfield City. No building except a detached garage or other outbuilding located 60 feet or more from the front lot line, shall be located nearer than 10 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 6,000 square feet or a width of less than 50 feet at the front building setback 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 \$7000.00 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 736 square feet in the case of a one-story structure.

H -An easement of not to exceed 10 feet is reserved over the rear of each lot for utility and irrigation installation and maintenance.

IN WITNESS WHEREOF, this instrument is duly signed by said owner through its duly authorized President, the 30th day of October, 1953.

SECURITY LAND & MORTGAGE COMPANY

By L. W. Sacks
President

STATE OF UTAH

COUNTY OF SALT LAKE

ss.

On the 30th day of October, 1953, personally appeared before me, L. W. SOWLES, who being by me duly sworn did say, that he, the said L. W. Sowles is the President of Security Land & Mortgage Company, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said L. W. Sowles duly acknowledged to me that said corporation executed the same.

My Commission Expires:

12-21-55

Herbert A. Halliday Jr.
Notary Public
Residing in Salt Lake City, Utah