

Protective Covenants

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Adams, Bundy & Hayes, Inc.

Owners and Subdividers

To Whom It May Concern:

Recites:

Whereas, the owners and subdividers have caused to be surveyed the following described property: All of Lots 1 to 69, ASPEN HEIGHTS SUBDIVISION, UNIT ONE, a subdivision of part of Section 22, Township 4 North, Range 1 West Salt Lake Meridian, in the City of East Layton, according to the official plat thereof and have caused the same to be subdivided into lots and streets and are desirous of creating restriction affecting said property.

Now THEREFORE, in consideration of the premises Adams, Bundy & Hayes, Inc. and John V. Adams do hereby declare the said property subject to the following restrictions and covenants:

A. No lot shall be used except for residential purposes. No building shall be erected altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than two cars.

B. No building shall be erected, placed or altered on any lot until the building plans, specifications, and plot plan showing the location of such buildings 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 elevations, by a committee composed of John M. Adams, Jim A. Bundy, Tom A. Hayes and John V. Adams, or by a representative designated by a majority of the committee members. In the event of the 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 within the subdivision, 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 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 the covenant. The powers and

Recorded at County of Salt Lake, Utah, on 17th day of FEB. 27, 1974, at 5:34 p.m. MARGUERITE S. BOURNE, Recorder, Davis County, Utah. 1974

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duties of such committee, and of its designated representatives, shall cease on and after 1 January, 1988. 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 the duly recorded appointed representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

C. No building shall be located on any residential building lot nearer than 30 feet to the front lot line, nor nearer than 10 feet to any side lot street line. No building except a detached garage or other outbuildings located 70 feet or more from the front lot line, shall be located nearer than 10 feet to any side lot line.

D. No dwelling shall be erected or placed on any lot having a width of less than 80 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 9,000 Sq. Feet.

E. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plot plan.

F. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as residence either temporarily or permanently.

G. The ground floor area of the main structure, exclusive of one story open porches and garages or carports, shall not be less than 1,000 square feet for a one-story dwelling, nor less than 900 square feet for a dwelling of more than one-story.

H. Each dwelling will be constructed to provide enough off-street parking for each automobile owned by the occupants thereof.

I. No dwelling will be constructed without at least a one car garage or carport.

J. No fence shall be located on any residential building lot nearer than 30 feet to the front of the lot line or parallel to the front of the dwelling, being no closer than the front of the dwelling to the front lot line.

K. No shrubbery shall be situated as to obscure any vision or hinder the safe flow of traffic through the subdivision. All dwellings will have lawns planted and maintained by the owners thereof, as to insure the mutual welfare of all owners of record. To assist in maintaining the beauty of the area, the subdividers will plant two trees in the parkway in front of each dwelling with the provision that the owner of record maintain them and replace them if destroyed or damaged so as to be hazardous or unsightly.

L. These covenants are to run with the land and shall be binding on the present owner, or owners, and all persons claiming under them until January 1, 1988, and from which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

M. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damage.

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

Adams, Bundy & Hayes, Inc.

BY: Tomb Hayes

Secretary *ASH*

STATE OF UTAH)
) ss
COUNTY OF DAVIS)

On the 27th day of February A.D. 1974, personally appeared before me TOM A. HAYES, who being by me duly sworn did say, that he, the said TOM A. HAYES, is the Secretary of ADAMS, BUNDY & HAYES, INC., 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 TOM A. HAYES, acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

Gordon Gurr
Notary Public

My Commission Expires: April 4, 1974
Residing at Kaysville, Utah

