

RESTRICTIVE COVENANTS

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Avion Vista Subdivision Plat 2

KNOW ALL MEN BY THESE PRESENTS: That whereas Cam Dun Development Corporation hereinafter referred to as owner, holds fee simple title to certain lands situated in Layton, Davis County, Utah; and

WHEREAS, the owner has subdivided the said real property and a subdivision plat thereof is recorded in the Davis County Recorder's office, Farmington, Utah, and is known and referred to as Avion Vista Subdivision Plat 2; and

building restrictions upon the said property for the purpose of restriction and governing the use of said lots in the subdivision for the protection of themselves and future owners;

NOW THEREFORE, in consideration of the premises and the mutual covenants

herein contained and in consideration of the purchase of any lot or lots within

the afore subdivision at any time hereafter, We the aforementioned Onwers, hereby establish and create these protective covenants and restrictions and make them applicable to all the lots in the above mentioned Avion Vista Subdivision Plat 2 and we hereby covenant and agree as follows:

Platted  
On Margin  
Compared  
 Abstracted  
 Indexed  
 Engraved

1. All lots in Avion Vista Subdivision Plat 2 shall be known as and described as residential lots. No structure shall be erected, altered or placed or permitted to remain on any residential building lot other than single family dwellings and not to exceed two stories in height.

2. No building shall be located on any lot nearer than 30 feet to the front lot line or nearer than 8 feet to any side lot line; provided however, that buildings located on a corner lot shall be set back at least 20 feet from the side street line.

3. The minimum frontage of any lot shall be 70 feet and each lot shall contain a minimum of 8,000 square feet.

4. The ground floor of any one story building shall contain a minimum of 1,050 square feet exclusive of garage or carport. All homes will be built to include a minimum of one covered carport or garage.

5. All dwellings shall be constructed of new materials and may be all brick or brick stucco or, brick-wood combinations but at least 35% must be brick. All dwellings shall be constructed of new materials; and no trailer, basement, tent, shack or barn or other outbuildings erected in the tract shall be used as a residence, temporary or permanent, nor shall any structure of a temporary nature be used as a residence.

6. No noxious or offensive activity shall be carried on upon any lot, nor shall anything

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be done thereon which may become an annoyance or nuisance to the neighborhood. Trailors, trucks, campers, boats and all types of accessory equipment are permitted to be stored or repaired only in garages or behind the front line extended of the garage or carport. All lots whether built upon or not will have the front half of the lot landscaped or cultivated to be kept free of weeds so as not to detract from the neighborhood area within 18 months from the date of purchase.

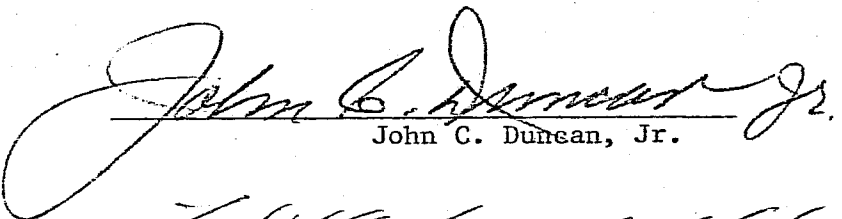
7. All plans and specifications must be appraised by the committee prior to starting construction. Committee members are L.A. Campbell, John Duncan, and D.R. Anderson. Two Complete sets of plans shall be submitted to the committee for their review and must be signed by at least 2 members of the committee before construction can commence. One signed set will be returned to the contractor and one signed set will be retained in a permanent file by the owner. (Developer)

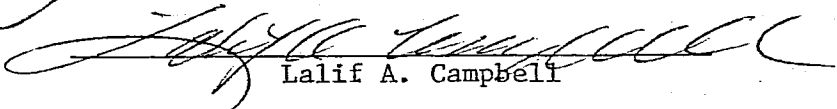
8. These covenants are to run with the land and shall be binding on all parties hereto and all persons claiming under them until January 1, 1999, and at which time said covenants in whole or in part.

9. 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 insaid subdivision, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and whither to prevent him or them from doing so, or to recover damages for such violation.

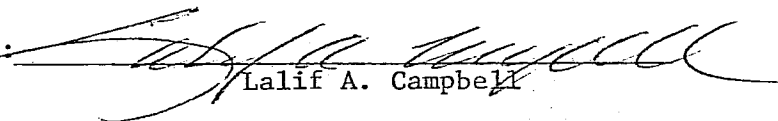
10. Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

WITNESS the hands of the party hereto the 31st day of July A.D. 1978

  
John C. Duncan, Jr.

  
Lalif A. Campbell

L.A. Campbell Construction Company, Inc.

By:   
Lalif A. Campbell

STATE OF UTAH )  
 :ss  
COUNTY OF DAVIS )

On the 31st day of July A.D., 1978, personally appeared before me LALIF A. CAMPBELL and JOHN C. DUNCAN, JR., who being by me duly sworn did say, each for himself, that he, the said LALIF A. CAMPBELL is the president, and he, the said JOHN C. DUNCAN, JR., is the vice-president of CAM DUN DEVELOPMENT CORPORATION, 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 LALIF A. CAMPBELL and JOHN C. DUNCAN, JR., each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

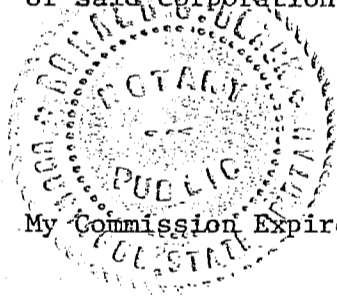


*Ronald A. Shuck*  
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Notary Public

My Commission expires 12/3/79 My residence is Bountiful, Utah

STATE OF UTAH )  
 :ss  
COUNTY OF DAVIS )

On the 31st day of July A.D., 1978, personally appeared before me LALIF A. CAMPBELL who being by me duly sworn did say, that he, the said LALIF A. CAMPBELL is the president of L.A. CAMPBELL CONSTRUCTION COMPANY, 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 LALIF A. CAMPBELL duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.



*Ronald A. Shuck*  
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Notary Public

My Commission Expires 12/3/79 My residence is Bountiful, Utah