

PROTECTIVE COVENANTS
VALLEY VIEW SUBDIVISION
DAVIS COUNTY, UTAH
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PROTECTIVE COVENANTS

David Layton and Ethel S. Layton, owners of Lots 1 to 23 inclusive and Lots 27 to 33 inclusive and Arthur W. Ackley and owners of lots 24, 25 and 26 of the following described tract of land, known as Valley View Subdivision;

Beginning at a point 838.16 ft. North from S. E. Corner Sec. 1, T 4 N, R 2 W, S.L.B.M. and running thence N. along Sec. line and near center line of 5000 W. St. 270.25 ft; thence S. 89 deg. 52' W. 1010 ft.; thence N. 0 deg. 12' W. 173 ft. thence S. 89 deg. 52' W. 50 ft. thence S. 0 deg. 12' E. 173 ft. thence S. 89 deg. 52' W. 157.5 ft.; thence S. 0 deg. 12' E. 862.4 ft.; thence N. 89 deg. 48' E. 157.5 ft.; thence S. 0 deg. 12' E. 247.5 ft.; thence E. 50. ft. thence N. 0 deg. 12' W. 765.7 ft.; thence N. 80 deg. 01' E. 572.6 ft.; thence N. 23.9 ft.; thence Eastward along the curves and tangent of the south side of Hill Top Drive (50 ft. Street) for 454 ft. to the point of beginning. containing 10.781 Acres.

The same is divided into lot numbering from 1 to 33 inclusive and containing 7.970 Acres and is known as the Valley View Subdivision and that the roads or streets have been dedicated and rights relinquished to the public, being more particularly described as Hill Top Drive 1050.51 ft. long, Ann street 1308.79 ft. long; both 50 ft. wide, and the portion of 5000 West street 218.35 ft. long and 33 ft. wide between west side of the east line of Sec. 1 and East of lot 26 of the Sub-division, these streets containing 2.811 acres.

Recital: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until (20 yrs. from date) 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 or one single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars and other outbuildings approved by the committee.

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 the 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 David Layton, Arthur W. Ackley and Benton M. Clay, all of Clearfield, Utah, 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 its designated representative, shall cease on and after (20 yrs.) from date. 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 on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines. In any event no building shall be located on any

lot nearer than 25 feet to the front lot line, or nearer than 20 feet to any side street line. No building shall be located nearer than 10 feet to an interior lot line, except a detached garage or other out buildings located 45 feet or more from the minimum building set back line and shall not be located nearer than 2 feet to any side lot line, or nearer than 15 feet to any dwelling. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line.

D. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 8100 square feet or a width of less than 60 feet at the front building set back line, with no exceptions.

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 to the neighborhood.

F. No trailer, basement, tent, shack, garage, barn, or other out buildings 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 \$5,000.00 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 750 square feet in the case of a one-story structure nor less than 700 square feet in the case of a one and one-half story structure.

H. Easements over the rear five feet of each and every lot are reserved for utility installation and maintenance.

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