

Filed SEP 3 1965
At 4:20 o'clock P.M.
In Book 9 of L.L. etc
Page 11

Val Vista

98928

471

150 *pl.*

OUTLINE OF PROTECTIVE COVENANTS

Platted Abstracted
On Margin Indexed
Compared Entered

Gray C. Stevenson
County Recorder
Ophton Hatch
Dep.

Ward C. Holbrook and Mabel F. Holbrook, Husband and Wife,
the owners of the following described real estate, situated in Davis
County, State of Utah:

Val Vista Subdivision, a Subdivision of part
of the Southwest Quarter of Section 31, Township
2 North, Range 1 East, Salt Lake Base and Meridian,
a Plat of which subdivision is on file in the office
of the County Recorder of Davis County, Utah.

hereby declare that the aforesaid real estate now owned by them is
held and shall be conveyed either by lots or otherwise, subject to
the following restrictions, reservations and declarations:

(a) All lots in the tract shall be known and described as
residential lots. No structure shall be erected, altered, placed
or permitted to remain on any residential building plot other than
one 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 located on any residential building
plot nearer than 30 feet to the front lot line, or nearer than 15
feet from any side lot line.

(c) 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.

(d) No dwelling costing less than \$6,000.00 shall be permiss-
ed or constructed on any lot in the tract, provided that a basement
or garage may be used as a temporary residence for not to exceed 2
years from the date said structure is commenced, although not meet-
ing said minimum construction cost. The ground floor area of the
main structure, exclusive of one-story open porches, and garages
shall be not less than 800 square feet. Only one dwelling may be
constructed on any lot in said tract.

(e) These covenants are to run with the land and shall be
binding on all the parties and all persons claiming under them until
January 1, 1965, at which time said covenants shall be automatically
extended for successive periods of ten years unless by a vote of
the majority of the then owners of the lots it is agreed to change
the said covenants in whole or in part.

(f) An easement is reserved over the rear 5 feet of each lot
in said Subdivision for culinary pipe lines, irrigation ditches and
for utility installation and maintenance.

(g) 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 persons or person owning any
real property situated in said development or subdivision to prosec-
cute 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 from such violation.

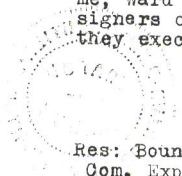
(h) Invalidation of any one of these covenants by judgment or
court order shall in no wise affect any of the other provisions which
shall remain in full force and effect.

Signed in the presence of,

Keith L. Stahl

STATE OF UTAH, :
: SS.
COUNTY OF DAVIS.:

On the 21st day of July, 1947, personally appeared before me, Ward C. Holbrook and Mabel F. Holbrook, Husband and Wife, the signers of the within instrument, who duly acknowledged to me that they executed the same.



Keith S. Stahl
.. Notary Public ..

Res: Bountiful, Utah,
Com. Exp: May 15, 1951.