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Request of Crown Realty

Protective Covenants. Fee Paid. Nellie M. Jack,

For "Valley Home View Sub-division" Order, Salt Lake County, Utah

§ 30. By James L. Anderson Deputy

Whereas we, Joseph William Wilkinson and Clytie Reed Wilkinson, his wife, are the ~~owners~~ ^{1531 North 200 W} ~~possessors~~ ^{Ut.} of the following described property situated in Salt Lake County, State of Utah;

Commencing at a point 40 rods South from the North East corner of Section 5, Township 2 South, Range 1 West, Salt Lake Base and Meridian, and running thence South 14 rods; thence West 26.67 rods; thence South 6 rods; thence West 53.33 rods; thence North 20 rods; thence East 80 rods to the point of beginning. This property known now as all of Valley Home View Subdivision of record in the County Recorders office, Salt Lake County, Salt Lake City, Utah.

It is our desire and intent to place certain restrictions on the lots included within said sub-division, to insure a uniform development therein, and to enhance the future value thereof.

NOW, THEREFORE, we do hereby state and declare that all of said lots in said sub-division shall be henceforth conveyed subject to the following restrictions:

1. All lots in the sub-division shall be known and described as residential lots. No structure shall be erected, altered, placed, or permitted to remain on any residential building lot other than one single family dwelling and a private garage or car-port for not more than two cars except for lot ^{1/4} of said sub-division on which may be built a modern brick duplex. Lot 1 of said sub-division, which is occupied at present by a frame single family dwelling will be renovated with new sheeting on the exterior.
2. The ground floor area of the main structure, exclusive of open porches, and garages, shall not be less than 900 Square feet in the case of two bedroom dwellings and 1000 square feet in the case of three bedroom dwellings. All dwellings shall be constructed of new materials and no building may be constructed or moved on to any lot until owners of such dwellings, plans and/or structures have the written approval of the Architectural Control. All homes shall be in a price range of \$11000.00 or over based on prices as of the winter of 1961 & 1962 and may vary with price structures of the country.
3. No building shall be located on any residential building lot nearer than 30 feet to the front lot line, or nearer than 20 feet to the side street line, or nearer than 16 feet from the nearest wall of the dwelling adjacent, or nearer than the County Requirements for other outbuildings.
4. An easement of five feet is reserved over the rear and/or side of the lots, as is shown on the Recorded Plat, for culinary pipe lines, irrigation and drainage ditches, and for utility installation and maintenance.
5. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or which may become an annoyance or nuisance to the neighborhood.
6. No Trailer, Basement House, tent, shack, barn or other outbuilding in said tract shall at any time be used as a residence, temporarily or permanently.
7. No fences are to be allowed nearer to the front or side street lot line than the set back of the home.
8. The Architectural Control Committee is composed of Joseph William Wilkinson and Clytie Reed Wilkinson, his wife, residing in Salt Lake City, Utah, and Douglas L. Anderson

residing at Bountiful, Utah. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee the remaining members may have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of the majority of the lots shall have the power through a duly recorded written instrument to change the committee membership or to withdraw from the committee or restore to it any of its powers or duties. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee or its designated representative fails to approve or disapprove within thirty days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

9. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1992, and successive periods of 10 years unless a majority of owners shall vote changes.
10. If the parties hereto, or any of them, or their heirs or assigns shall violate any of the covenants herein it shall be lawful for any other persons owning any real property situated in said development or sub-division to prosecute any proceedings at law or in equity against the persons, or person violating or attempting to violate any such covenants, and either to prevent him or them from so doing, or to recover damages or other dues from such violations.
11. Invalidation of any 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.

Dated this 28th. day of November, A.D. 1961.

Joseph William Wilkinson
Joseph William Wilkinson
Clytie Read Wilkinson
Clytie Read Wilkinson.

Subscribed and sworn before me this 22nd, day of December 1961.

Ottie Miller Ahola
Notary Public residing at Salt Lake City, Utah
My commission expires September 23, 1961

