

Val View #2 Lots 126 to 272 incl

Security Title Co
945
1961
Abstracted by
Emily T. Eldredge
Book 201
Page 364
Recorder Davis County
Fee Paid 6-80

We, the undersigned EDWIN M. HIGLEY and AFTON C. HIGLEY, his wife, and ALMA J. NIEDERHAUSER and VIOLET B. NIEDERHAUSER, his wife, and RALPH F. MORGAN and ROSE B. MORGAN, his wife, and MARGARET FINDLAY NORD and MABEL EMELINE N. TIMOTHY, and MYRTLE N. SCHOFIELD, and RUTH N. WILKERSON and JOSEPHINE N. AVERY, owners of the real property hereinafter described to hereby certify and declare that the following restrictive covenants are hereby imposed upon all lots embraced within the property described as follows:

VAE VIEW SUBDIVISION NO. 2, a subdivision of part of the Northwest Quarter of Section 18, Township 4 North, Range 1 West, Salt Lake Base and Meridian, in the City of Layton, County of Davis, State of Utah, according to the official plat thereof.

The covenants hereinafter specifically set forth are to run with the land and shall be binding on all parties and all persons claiming under them until 25 years from date, at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of a majority of the then owners of said lots, it is agreed to change said covenants in whole or in part. If any party hereto, their heirs or assigns shall violate or attempt to violate any of the covenants herein contained to be kept by them it shall be lawful for any other person or persons owning any real property situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate the same, either to enjoin or prohibit any such violation or for damages or other compensation or both for any such violations. In the event any of the covenants herein contained or any part thereof be declared invalid by any court of competent jurisdiction the remainder thereof shall in no ways be effected by such judgments, but shall remain in full force and effect.

1. All lots in said tract, shall be known and described as residential lots. No structures shall be erected, altered, placed or permitted to remain upon any lot other than one detached single family dwelling; such dwelling not to exceed two and one-half stories in height, a private garage for no more than three cars and other out buildings approved in advance in writing by the committee.

2. No building shall be erected, placed, or altered upon any lot in said subdivision until the building plans and specifications and the plot plan, showing the location of such building upon such lot, shall 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 structure with respect to topography and finished ground elevation. The committee authorized to examine the same shall consist of ALMA J. NIEDERHAUSER, of Clinton, Davis County, State of Utah, RALPH F. MORGAN, of Layton, Davis County, State of Utah, and EDWIN M. HIGLEY, of

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- Entered

of Clearfield, Davis County, State of Utah. Said committee may, in writing designate by a majority of its members, a representative to act in the place and stead of said committee, the remaining member or members shall have full authority to approve or disapprove any design or location presented to them or to designate a representative to act for them in their stead.

In the event any plans specifications or locations shall not be approved or disapproved in writing within 30 days after the same have been submitted to the committee, or in any event, if no suit to enjoin the erection of any proposed structure or the making of any such alteration has been commenced prior to the completion thereof, the same shall be considered approved and this covenant fully complied with.

Neither the members of the Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of said committee and the members thereof shall cease on and after ten years 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 the subdivision and duly recorded extending or continuing the duration of said committee and its powers.

3. BUILDING LOCATION. 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 shown on the recorded plat. In any event no building shall be located on any lot nearer than thirty feet to the front lot line, or nearer than twenty feet to any side street line. No building shall be located nearer than eight feet to any interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located thirty-eight feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than thirty feet to the rear lot line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.

4. No residential structure shall be erected or placed on any building lot which lot has an area of less than 8000 square feet or a width of less than 70 feet at the front building setback line with no exceptions.

5. No noxious or offensive trade or activity and no nuisance shall be carried on upon any lot nor shall anything be done which may be or become an annoyance in the neighborhood.

6. No trailer, basement, tent, shack, garage, barn or other out building erected in the subdivision, 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 nor shall any structure be placed upon any lot in said subdivision except by constructing the same on the site of said lot.

7. No dwelling shall be erected upon any lot in said subdivision, the main ground floor area of which (exclusive of one story, open porches and garages) shall be less than 900 square feet, in the case of a one story structure, not less than 700 square feet in the case of a one and one-half story structure.

8. An easement is reserved over the rear five feet for Utility Installation, ditches, and maintenance.

9. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved.

10. Protective screening areas are established as shown on the recorded plat, including a 10 foot strip of land on the residential lots along the property lines of commercial and school areas. Except as otherwise provided herein regarding street intersections under "Sight Distance at Intersections", planting, fences or walls shall be maintained throughout the entire length of such areas by the owner or owners of the lots at their own expense to form an effective screen for the protection of the residential area. No building or structure except a screen fence or wall or utilities or drainage facilities shall be placed or permitted to remain in such areas. No vehicular access over the area shall be permitted except for the purpose of installation and maintenance of screening, utilities and drainage facilities.

WITNESS the hands of said owners, this 30th day of December A.D. 1960.

Edwin M. Higley
Edwin M. Higley

Alma J. Niederhauser
Alma J. Niederhauser

Ralph F. Morgan
Ralph F. Morgan

Margaret Findlay Nord
Margaret Findlay Nord

Myrtle N. Schofield
Myrtle N. Schofield

Afton C. Higley
Afton C. Higley

Violet B. Niederhauser
Violet B. Niederhauser

Rose B. Morgan
Rose B. Morgan

Mabel Emeline B. Timothy
Mabel Emeline B. Timothy

Ruth N. Wilkerson
Ruth N. Wilkerson

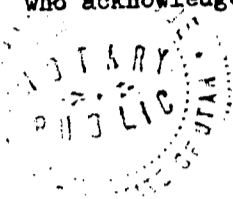
Josephine N. Avery
Josephine N. Avery

STATE OF UTAH)
 : ss
County of Davis)

On the 30th day of December, A.D., 1960, personally appeared before me EDWIN M. HIGLEY and AFTON C. HIGLEY, his wife, ALMA J. NIEDERHAUSER and VIOLET B. NIEDERHAUSER, his wife, and RALPH F. MORGAN and ROSE B. MORGAN, his wife, and

MARGARET FINDLAY NORD and MABEL EMELINE N. TIMOTHY, and MYRTLE N. SCHOFIELD, and RUTH N. WILKERSON and JOSEPHINE N. AVERY, the signers of the within instrument, who acknowledged to me that they executed the same.

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John E. Lyman
Notary Public

Residing at: Clearfield Pa.

My Comm. expires: Mar 18, 1961