

VALHALLA ESTATES NO. 2

PROTECTIVE COVENANTS

Dated: September 2, 1965 Recorded: September 2, 1965 Entry Number: 288139
Book: 325 Page: 936

PART "A"

The undersigned owners of real property heretofore plated and recorded August 31, 1965, recorded number 288010 - recorded in BOOK "S" of L. Lete on Page 331, Official Records of Davis County as Valhalla Estates #2, a subdivision of a part of the West 1/2 of Section 7, Township 4 North, Range 1 West, Salt Lake Bas and Meridian, U. S. Survey, Beginning at the Southeast corner of Valhalla Estates No. 1, said point being East 830.71' feet from the Southwest corner of Northwest 1/4 of said Section 7, running thence along the easterly boundary of Valhalla No. 1 the following courses: North 190.00' feet North 30°15'25" East 69.46' feet, North 378.00' feet, West 80.00' feet, North 104.00' feet, North 18°26' East 63.35' feet, and North 266.98' feet, thence South 89°50' East 521.05' feet along a fence, thence North 0°26'30" East 530.72' feet. along a fence line to the southwesterly right of way of Interstate Highway 15, thence along said right of way South 36°54' East 723.09' feet. and South 34°37' East 386.75' feet, thence South 0°30'30" West 109.42' feet along a fence, thence South 70° West 48.98' feet thence South 20°00' East 95.00' feet, thence along a 50 foot radius curve to the left for an arc length of 52.18 feet, thence along a 30 foot radius curve to the right of an arc length of 24.38 feet, thence South 56°46'26" West 28.69 feet, thence along a 1007.00 foot radius curve to the left for an arc length of 115.93' feet, thence South 34°37' East 25.00 feet, thence South 55°23' West 172.92' feet, thence South 33°13'34" East 102.00 feet, thence South 99.41 feet to a fence, thence South 89°52'10" West 180.28 feet, thence North .30 feet, thence West 877.92' feet to the point of beginning.

PART "B" AREA OF APPLICATION

All of lots 54 to 140 inclusive, Valhalla Estates #2, a subdivision of part of the West 1/2 of Section 7, Township 4 North, Range 1 West, Salt Lake Meridian, in the City of Clearfield, according to the official plat thereof.

PART "C" RESIDENTIAL AREA COVENANTS

C-1. Land Use and Building Type. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars.
C-2. Architectural Control. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. 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. Approval shall be as provided in Part G.

C-3. Dwelling Cost, Quality and Size. No dwelling shall be permitted on any lot at a cost of less than \$18,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1050 square feet for a one-story dwelling, nor less than 900 square feet for a dwelling or more than one story.

C-4. Building Location

- (a) 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 25 feet to the front lot line, or nearer than 20 feet to any side street line.
- (b) No building shall be located nearer than 8 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 25 feet or more than the minimum building setback line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line.
- (c) For the purpose 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.

C-5 Lot Area and Width. No dwelling shall be erected or placed on any lot having a width of less than 75 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 8,000 square feet.

C-6. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot.

C-7 Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which maybe or may become an annoyance or nuisance to the neighborhood.

C-8. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at and time as a residence either temporarily or permanently.

C-9. Signs. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by builder to advertise the property during the construction and sales period.

C-10. Oil and Mining Operations. No oil drilling, oil development operations, oil refining quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

C-11. Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

C-12. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

C-13. Water Supply. No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of Clearfield City (state or local public health authority). Approval of such system as installed shall be obtained from such authority.

C-14. Sewage Disposal. No individual sewage-disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with requirements, standards and recommendations of Clearfield City (state or local public health authority). Approval of such system as installed shall be obtained from such authority.

C-15 Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

PART "G" ARCHITECTURAL CONTROL COMMITTEE

G-1. Membership. The architectural Control Committee is composed of Kent Smith, Sunset, Utah, Dale Smedley, Syracuse, Utah and Jay Anderson, Ogden, Utah. (Names and addresses of three members). 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 shall 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 anytime, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

G-2. Procedure. 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 30 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.

PART "H" GENERAL PROVISIONS

H-1. Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

H-2. Enforcement. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

H-3. Severability. 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.