

PROTECTIVE COVENANTS COVERING VALLEY HI SUBDIVISION, DAVIS COUNTY, UTAH

558173

Valley Hi 1-33 incl

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned are all severally or jointly the present owners of all of the lots, pieces and parcels of land within the area hereinafter specifically described; and

WHEREAS, said area comprises an exclusive residential subdivision of Davis County, State of Utah; and

WHEREAS, it is the desire of the owners thereof to place restrictive covenants upon said lots for the mutual benefit and protection of future owners thereof:

NOW THEREFORE, the following restrictive covenants are placed upon said lots for the mutual benefit and protection of future owners thereof, and the premises to which these restrictive covenants shall attach are specifically described as follows:

All lots in Valley Hi Subdivision, Davis County, State of Utah.

A. All of the lots in said subdivision shall be known as residential lots. No structure shall be erected, altered, placed or be permitted to remain on any residential lot other than one detached single family dwelling, not to exceed two stories in height, and a private garage or carport for not more than (3) cars, tool houses and non-commercial green houses.

B. No structure shall be erected, placed or altered on any lot unless it conforms and is in harmony with the external design of existing structures in the subdivision.

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

D. No trailer, basement, tent, shack, garage, barn or other out building erected in the tract shall at any time be used as a residence, temporarily or permanent, nor shall any structure of a temporary character be used as a residence.

E. Except for the construction of garages or other small detached out-buildings allowed under these covenants, no large size cinder or lava blocks shall be allowed for exterior building material, but small cinder or lava blocks shall be allowed provided they are the type which is ordinarily and usually used for such purpose in the construction of houses built in first class residential areas.

F. Dwellings will comply with the following floor areas as to habitable living space exclusive of porches and garages: One story dwelling with or without basement, main floor area fifteen hundred (1500) square feet; split level dwellings shall have a minimum of fifteen hundred (1500) square feet of habitable living space of which no floor shall be more than four (4) feet below the outside grade; two story dwelling shall have a minimum of twelve hundred fifty (1250) square feet of floor space on the main floor level. Each dwelling must have at least a double (2 car) attached garage.

G. No residential structure shall be erected or placed on building plot, which plot has an area of less than twelve thousand (12,000) square feet.

H. Basements affecting all lots are reserved as shown on the recorded plat for utility installation and maintenance and for the distribution of water from Weber Basin Water Conservancy District.

I. Yard Regulations: Side yard, front yard and rear yard regulations will be in conformity with Davis County Residential District R-1 Regulations, as follows: (a) Side yards. The minimum side yard of any dwelling shall be ten (10) feet and the total width of the two required side yards shall be not less than twenty-four (24) feet. Other main buildings shall have a minimum side yard of twenty (20) feet and the total width of the two required

Platted Abstracted
On Margin Indexed
Compared Entered

On the 6th day of Feb. A.D. 1980 personally appeared before me W. Allen Jackson and Gary L. Jackson who being by me duly sworn did say, each for himself, that he, the said W. Allen Jackson is the President, and he, the said Gary L. Jackson is the Secretary-Treasurer of JACKSON DEVELOPMENT, INC. and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said W. Allen Jackson and Gary L. Jackson each duly acknowledged to me that said corporation executed the same.

Carlton M. Bauman
NOTARY PUBLIC

Ogden, Utah

My Commission Expires 11/25/83

