

ATC FILE # D 86-11283
MAIL: ASSOCIATED TITLE COMPANY
1010 North Hillfield Road
Layton, Utah 84041

AMENDED PROTECTIVE COVENANTS COVERING VALLEY HI
SUBDIVISION, LAYTON CITY, UTAH

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 Layton City, 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, ^{Amended} Layton City, State of Utah. *01111 + 0001 then 0059*

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 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. Each dwelling must have an attached garage.

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RECORDED AT REQUEST OF
ASSOCIATED TITLE CO.

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CAROL DEAN PAGE
DAVIS COUNTY RECORDER
DEPUTY *[Signature]* FEE 35.00

G. 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.

H. Side yards, front yard and rear yards will be in conformity with Layton City Residential District R-1-4 Regulations.

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

J. These covenants are to run with the land and shall be binding on all parties and on all persons claiming under them for a period of 30 years from the date these covenants are so recorded, at which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the current owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

K. 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 recover damages.

L. Severability: Invalidation of any one of these covenants by judgment of court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

DATED this 11th day of July, 1986.

PELICAN OIL CORPORATION

By Dale Smetana
President

STATE OF UTAH)
COUNTY OF DAVIS : ss.
LAYTON CITY)

On the 11th day of July, 1986, personally appeared before me DALE D. Smetana who being by me duly sworn did say, that she the said DALE D. SMETANA is the president of PELICAN OIL CORPORATION, A UTAH CORPORATION 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 DALE D SMETANA acknowledged to me that said corporation executed the same.

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WCG

MY COMMISSION EXPIRES: 3/15/89

RESIDING AT: MORGAN, UTAH

