150 pl.

E'al Vista

Platted ☐ Abstracted ☐—

OUTLINE OF PROTECTIVE COVENANTS On Margin . Indexed .

uunty of Davis s

SEP 3

L. Stronger Ward C. Holbrook and Mabel F. Holbrook, Husband and Wife, Iston Auth the owners of the following described real estate, situated in Davis County, State of Utah:

> Val Vista Subdivision, a Subdivision of part of the Southwest Quarter of Section 31, Township 2 North, Range 1 East, Salt Lake Base and Meridian, a Plat of which subdivision is on file in the office of the County Recorder of Davis County, Utah.

hereby declare that the aforesaid real estate now owned by them is held and shall be conveyed either by lots or otherwise, subject to the following restrictions, reservations and declarations:

- All lots in the tract shall be known and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than one single family dwelling not to exceed two stories in height and a private garage for not more than two cars.
- (b) No building shall be located on any residential building plot mearer than 30 feet to the front lot line, or nearer than 15 feet from any side lot line.
- (c) No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
- (d) No dwelling costing less than \$6,000.00 shall be permitted or constructed on any lot in the tract, provided that a basement or garage may be used as a temporary residence for not to exceed 2 years from the date said structure is commenced, although not meeting said minimum construction cost. The ground floor area of the main structure, exclusive of one-story open porches, and garages shall be not less than 800 square feet. Only one dwelling may be constructed on any lot in said tract.
- These covenants are to run with the land and shall be binding on all the parties and all persons claiming under them until January 1, 1965, at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of the majority of the then owners of the lots it is agreed to change the said covenants in whole or in part.
- (f) An easement is reserved over the rear 5 feet of each lot in said Subdivision for culinary pipe lines, irrigation ditches and for utility installation and maintenance.
- (g) If the parties hereto, or any of them, or their heirs or assigns shall violate or attempt to violate any of the covenants herein it shall be lawful for any other persons or person owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues from such violation.
- (h) 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.

Signed in	the	presence	of,
-----------	-----	----------	-----

fith I Stable

On the 21st day of July, 1947, personally appeared before me, Ward C. Holbrook and Mabel F. Holbrook, Husband and Wife, the signers of the within instrument, who duly acknowledged to me that they executed the same.

Res: Bount*

Res: Bountiful, Utah, Com. Exp: May 15, 1951.