

BOOK 1006 PAGE 577 580226 4.00

FILED AND RECORDED FOR Jack A. Richards 1972 OCT 10 PM 2 37

Planned Indexed
Recorded Abstracted
Compared Page

RESTRICTED COVENANTS

RUTH EAMES OLSEN
WEBER COUNTY RECORDER
DEPUTY *Concord Clark*

ON RICHTON RANCHETTES, TAYLOR, WEBER COUNTY, UTAH

15-118-0001 TO 0017
15-092-0005, 0025, 0012

WILLARD BAY RANCH, INC., a Utah corporation, the owner of all of the land hereinafter described, hereby establishes these covenants to apply to and control the use of that land by this corporation and by each and all successors in interest in ownership of that land or any portion thereof. These covenants are for the use and benefit of each and all of the owners of said land and any part thereof and may be enforced by any such owner by suit or other appropriate action.

1. The land to which these covenants apply is located in Weber County, Utah and is more particularly described as follows:

The Southwest Quarter of the Northeast Quarter of Section 34, Township 6 North, Range 2 West, Salt Lake Meridian, U. S. Survey:

ALSO, a part of the Southeast Quarter of the Northwest Quarter of Section 34, Township 6 North, Range 2 West, Salt Lake Meridian, U. S. Survey, beginning at the Southeast corner of the Southeast quarter of the said Northwest quarter of said Section and running thence West 125 feet; thence North 80 rods; thence East 125 feet; thence South 80 rods to the point of beginning.

A portion of which land has been subdivided into All of lots 1 to 15 inclusive Richton Ranchettes which lots also are covered by these covenants.

2. No fire hazard shall be allowed and the property shall be maintained in condition which shall not be a health hazard and shall not be an eyesore. No such items as wrecked or unuseable automobiles or parts thereof shall be allowed and no unsightly partially constructed buildings or building materials and the like shall be maintained.

3. Property owners, except the corporation, have the duty to pay one-half the cost to fence the sides and rear of his lot. This duty is applicable only to types of fences which are reasonably appropriate for this area and not too unusually expensive or ornamental fences.

4. This property is designated for rural living with small farming and recreational activities, and no use shall be made of the land inconsistent therewith.

5. Sixty (60%) percent of the recorded owners of the land covered by these covenants have the right by signed written agreement to change or cancel any or all of said covenants and restrictions. These covenants and restrictions shall automatically expire 20 years after the date of

the recording thereof unless they are renewed for an additional ten year period by the owners of sixty percent or more of the land involved.

6. No used building of any kind shall be moved onto the property.

7. No mobile home including "double wide" units shall be located on the property. Pre-built or pre-fabricated conventional houses are allowed.

8. No house shall be constructed with less than 1,250 square feet of livable space with at least 1,000 square feet on the main floor exclusive of patios, porches, garages and carports.

9. In the event legal action is required to enforce these covenants the party in violation agrees to pay all costs including attorney's fees for such enforcement.

DATED this 5th day of October, 1972.

WILLARD BAY RANCH, INC.

By: Robert G. Penton
President

ATTEST:

Jack A. Richards
Secretary

STATE OF UTAH :
 : ss.
County of Weber :

On the 5th day of October, 1972, personally appeared before me Robert G. Penton and Jack A. Richards who being by me duly sworn, did say that they are the President and the Secretary respectively of the Willard Bay Ranch, Inc., a corporation and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and the said Robert G. Penton and Jack A. Richards acknowledged to me that said corporation executed the same.

Paul George Penton
NOTARY PUBLIC
Residing at Ogden, Utah

My Commission Expires:

3/13/76