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2562 Washington Blvd.  
Ogden, Utah 84401

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DECLARATION

RUTH EAMES OLSEN  
WEBER COUNTY RECORDER  
*Ruth Eames Olsen*

OF  
COVENANTS, CONDITIONS AND RESTRICTIONS

OF

YORKSHIRE MEADOWS SUBDIVISION, A PLANNED  
RESIDENTIAL DEVELOPMENT, PHASE ONE

THIS DECLARATION, made on the date hereinafter set forth  
by ROBERT D. ROND and SHARON ROND, husband and wife, hereinafter  
referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is owner of the hereinafter real  
property situate in South Ogden, Weber County, Utah, more  
particularly described as:

YORKSHIRE MEADOWS SUBDIVISION, A PLANNED RESIDENTIAL  
DEVELOPMENT, PHASE ONE

NOW, THEREFORE, Declarant hereby declares that all of the  
properties described above shall be held, sold and conveyed  
subject to the following easements, restrictions, covenants,  
and conditions, all of which are for the purpose of enhancing  
and protecting the value, desirability and attractiveness of  
the real property. These covenants, easements, restrictions  
and conditions shall run with the real property and shall be  
binding on all parties having or acquiring any right, title or  
interest in the described properties, or any part thereof, and  
shall inure to the benefit and limit of each owner and all future  
owners thereof.

07-123-0001 to 0016  
07-126-0001 to 0014  
07-127-0001 to 0010

07-124-0001  
07-125-0001 to 0016  
07-126-0001 to 0014  
07-127-0001 to 0010

1. All of said lots shall be known and described as  
residential lots. No structure shall be erected, placed or  
maintained upon any lot of said subdivision other than one single  
family dwelling, not to exceed two stories in height and a  
private attached or detached carport or garage for not more than  
two cars, and shelters, tool houses and non-commercial green  
houses.

2. No building or carport shall be located on any of said  
lots of said subdivision nearer to the front line, nor

nearer to any side street line than as provided in the accepted plan of this subdivision.

3. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the subdivision shall at any time be used as a residence temporarily or permanently nor shall any structure of a temporary character be used as a residence.

4. No dwelling shall be permitted on any lot in said subdivision having a ground floor area of the main structure, exclusive of open porches, carports, or garages, of less than 800 square feet, for a single story, or 500 square feet for a two story.

5. 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. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

6. No building, landscaping, fence, wall or other structure shall be commenced, erected, or maintained, nor shall any addition to re-roofing, or re-painting of exterior or change or alteration therein be made in such subdivision until plans and specifications therefore, showing the nature, kind, height, materials, floor plans, color schemes, locations, shape, and approximate cost of such building, fence, wall or other structure and the grading, planting, painting, re-roofing and landscaping plan of the portion of the above described subdivision to be built upon and otherwise used in connection therewith shall have been submitted to and approved

in writing by the Architectural Control Committee to consist of Robert D. Rond, Sharon Rond and Alan D. Stromberg, and a copy thereof as finally approved lodged permanently with such committee. Such committee shall have the right to refuse to approve any such plans or specifications for planting, painting, re-roofing, landscaping or grading plan which are not suitable or desirable, in the opinion of the majority of such committee for any reason; that in so passing upon such plans, specifications for planting, painting, re-roofing, landscaping or grading plans such committee shall have the right to take into consideration, among other things, the suitability of the proposed building, fence, wall or other structure, planting, painting, re-roofing, landscaping or grading and of the materials and colors to be used, the site upon which it is proposed to erect the same, the harmony and effect thereof with the surroundings, and the effect thereof on the outlook from the adjacent and neighboring property.

In the event such committee fails either to approve or disapprove such plans or specifications within thirty (30) days after the same have been delivered to any member of such committee, such approval or disapproval will not be required and this covenant and restriction shall thereupon be deemed to be fully complied with.

No member of such committee shall be entitled to any compensation for services performed pursuant to these covenants and restrictions.

At any time, 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.

In the event of the death or resignation or the refusal

or inability to act of any member of such committee the remaining members shall have full authority to approve or disapprove such plans and specifications and to designate and appoint a successor member of such committee to fill any such vacancy with like authority.

7. 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 forty 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.

8. No yard light supported by a pole or other supporting device shall be installed on any residential building or lot without the prior approval of the building committee. Nor may any light be installed and maintained on any lot or street area which is so located as to be, or the intensity of or glare from which is, substantially offensive to the senses or which materially interferes with the view available to owners of other lots in the subdivision.

9. PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and to the extent not inconsistent with the provisions of this Article, and the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance.

The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty.

If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any

other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land.

The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successor in title.

Section 6. Arbitration. In the event of any dispute

arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator and the decision shall be by a majority of all the arbitrators.

10. 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 and are restricted to the owner's premises or on leash under handler's control.

11. 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. Each lot and its abutting street are to be kept free of trash, weeds and other refuse by the lot owner. No unsightly materials or other objects are to be stored on any lot in view of the general public.

12. Landscaping. Trees, lawns, shrubs, or other planting provided by the developer shall be properly nurtured and maintained or replaced at the property owner's expense upon request of the Architectural Control Committee.

13. Each of the restrictions and covenants herein contained shall be considered as restrictions and covenants running with the land and shall be for the benefit of and bind the undersigned and all persons, firms, corporations or parties to whom the undersigned may convey said premises, or any part thereof, or who may derive title to said premises, or any part thereof, from the undersigned and each of their heirs, administrators, executors, successors and assigns.

14. That if the undersigned or any persons, firms, corporations or parties to whom the undersigned may convey said premises, or any part thereof, or who may derive their title thereto from the undersigned or their heirs, administrators, executors, successors or assigns, shall violate any of the restrictions or covenants contained herein it shall be lawful for any person, firm, corporation or party, or any

one or more of them, then owning any part of the real property situated within the boundaries of the premises hereinabove described to prosecute any proceeding or suit, at law or in equity, against the person, firm, corporation or party, or any one or more of them, violating, attempting or about to violate any of the restrictions and covenants contained herein and to restrain, enjoin or otherwise prevent him or them from so doing and to recover any damages, or other dues for such violation or attempted violation.

15. Easements are granted and reserved for repair, maintenance, and up-keep of lot line exteriors of all buildings situate on lot lines and for roof drainage on to the adjoining property. Provided, however, any damages occurring to the adjoining properties as a result of the use of said easements shall be the responsibility and expense of such users.

16. The invalidation of any of the restrictions or covenants contained herein by lawful order or judgment of any Court having jurisdiction shall in no wise effect or invalidate any of the other restrictions or covenants contained herein, but the same shall remain in full force and effect.

17. The Architectural Control Committee shall have the power and authority to take such action as it deems necessary to keep any lot and exterior of any structure maintained so that the same is equal in appearance to the neighborhood standards. In this connection, it may notify the owner of the requirements and after due notice, if the owner fails to comply with said requirements, then in such event the Architectural Control Committee shall cause the necessary maintenance to be performed and the cost and expenses thereof shall constitute a lien against the real property affected and shall also be the personal obligation of the owner of said lot. The Architectural Control Committee shall have the right to foreclose its lien against the said real property

in the manner and nature that mechanics liens are foreclosed and shall also have an action at law against the owner for the amount involved.

Likewise, the Architectural Control Committee shall have the power and authority to take such action as it deems necessary to repair, clean-up and restoration adjoining property damaged as a result of the use of the easements referred to at paragraph number 15 above, and in this connection, it may notify the owner of the adjoining lot having the benefit of said easement and causing the said damage, of its requirements and after due notice, if the said owner fails to comply with said requirements, then the Architectural Control Committee, in such event, shall cause the necessary clean-up and restoration to be performed and the cost and expense thereof shall constitute a lien against the real property of the owner of the lot causing said damage and it shall also be the personal obligation of such owner.

Likewise, the Architectural Control Committee shall have the right to foreclose its lien against the said property in the manner and nature that mechanics liens are foreclosed and shall also have an action at law against the owner for the amount involved.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 30th day of September, 1970.

  
\_\_\_\_\_  
ROBERT D. ROND

  
\_\_\_\_\_  
SHARON ROND

"DECLARANTS"

STATE OF UTAH        )  
                              ) ss.  
COUNTY OF WEBER )

On this 30th day of September, 1970, personally appeared before me ROBERT D. ROND and SHARON ROND, who being by me duly sworn, did say, each for himself, that they have read the within instrument, know the contents thereof, and that the same are true to the best of their knowledge, information and belief.



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*Dean Cardon*

NOTARY PUBLIC  
Residing At: Ogden, Utah

My Commission Expires: 11-11-73

