

BOOK 714 PAGE 265
COVENANTS AND RESTRICTIONS

Lots 1 to 31 Inclusive

Hills of Homes Subdivision (Containing 10.76 acres more or less of which 1.76 acres is covered by a power line easement)

Recorded October 18, 1961

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1. All lots in said area numbered 1 to 31 inclusive shall be used for residential purpose and shall be referred to hereinafter as "residential" lots. No structures shall be erected, altered, placed or 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 suitable in size to accommodate cars actually being used by members of the family.
2. No building shall be erected, placed or altered on any residential building plot in the above described property until the building plans, specifications, and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures on the said property and as to location of the building with respect to topography and finished ground elevation, by the majority of a committee composed of Harvey F. Hill, Roderick H. Browning and the Roy City Building Inspector or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member or members of said committee, shall have full authority to approve or disapprove such design and locations within thirty days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such buildings or the making or such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the members of such committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee, and its designated representative, shall cease on or after January 1, 1997. Thereafter, the approval described in this covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in said subdivision and duly recorded appointing a representative, or representative, who shall thereafter exercise the same powers previously exercised by said committee.
3. No dwelling shall be permitted on any residential lot unless the ground floor area of the main structure, exclusive of one story porches and garages or carports is not less than 900 square feet if the dwelling contains an attached garage or carport, not less than 1200 square feet if the dwelling contains a detached garage or carport, or if dwelling has an attached garage or carport and no basement. Provided, that as split-level homes the computation of the total square feet shall be based upon a measurement of the main level and upper level of the dwelling. Notwithstanding the foregoing provisions, any two-story dwelling must contain a minimum of 900 square feet, computed as herein provided on the main living level and the total amount of square feet for the entire dwelling must contain a least 1400 square feet. For the purposes of this paragraph, no basement area, whether enclosed or of a walkout type, shall be considered as a main living area or as the ground floor area of any structure.
4. No dwelling shall be located nearer to the front lot line than 30 feet or nearer than 20 feet to a side street in case of corner lot construction. The minimum side yard for any dwelling shall be 8 feet and the total width of the two required side yards shall not be less than 18 feet. The minimum side yard for a private garage shall be 8 feet; except that a private garage and any other accessory building, located at least 10 feet in the rear of the main dwelling, may have a minimum side yard of 1 foot, provided, however, that no private garage or other accessory buildings shall be located closer than 10 feet to a dwelling on an adjacent lot.

5. No structure shall be erected or placed on any residential building area (including any lot or several lots or portions of lots) which has an area of less than 8,000 square feet, nor which has a width of less than 65 feet at the minimum allowable set back line.
6. No trailer, basement, tent, shack, garage, barn, or other out-building erected on the tract, or brought or placed upon the tract, shall at any time be used as a permanent or semi-permanent residence.
7. 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.
8. 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.
9. The maximum height of any fence in the area shall be 6 feet and shall not extend beyond the front set-back line of the dwelling; provided, however that the building committee shall have the power to grant variances for retaining walls to extend beyond the front set-back line and/or fences of a maximum height of 36 inches.
10. These covenants are to run with the land and shall be binding on all persons claiming the same until January 1, 1997, at which time said covenants or any portion thereof may be extended by a vote of the majority of the owners of the lots acting within six months prior to January 1, 1997.
11. If the parties hereto, or any of them or their heirs, successors or assigns, shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any other person or persons, owning any real property situate in said tract or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction for the purpose of preventing him or them from doing so, or recovering damages, or both, and for such other relief as may be accorded by law.
12. Invalidation of any one of these covenants or restrictions by judgement or court order, or should any one of the same be in conflict with any applicable ordinance of Roy City by reason of being less restrictive, in whole or part, than the provisions contained in said ordinance, shall in no way affect any of the other provisions, which shall remain in full force and effect.



JONATHAN EDMUND BROWNING CORPORATION

FRANK M. BROWNING, President

Attest:

Francis B. Smith, Secretary

Harvey F. Hill, Contractor



Subscribed and sworn before me this 27th Day of June, 1962.

Notary Public Ogden, Utah

300 382249 4781 So. 2025 W Roy

STATE OF UTAH) ss
 COUNTY OF WEBER)
 FILED AND RECORDED
 JUN 27 10 35 AM '62
 IN BOOK 714 OF RECORD
 PAGE 265-266
 RUTH EAMES OLSEN
 COUNTY RECORDER

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