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PROTECTIVE COVENANTS FOR CHERRY HILL ADDITION NO. 2

to Ogden City, Weber County, State of Utah

RUTH EAMES OLSEN
WEBER COUNTY RECORDER
DEPUTY *[Signature]*

Conditions and Restrictions are hereby imposed upon all lots embraced within CHERRY HILL ADDITION NO. 2 to Ogden City, Weber County, State of Utah, as follows:

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 Ogden City, Weber County, 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 CHERRY HILL ADDITION NO. 2 to Ogden City, Weber County, State of Utah.

11-109 - 0001 TO
11-107 - 0014

- A. All 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 or carport for not more than three (3) cars. Tool houses will be permitted.
- 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 lots 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 outbuilding erected in subdivision shall be at any time used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
- E. Except for the construction of garages or other small detached outbuildings allowed under these covenants, no large size cinder or lava block shall be allowed for exterior building materials, but small cinder or lava block shall be allowed provided they are the type which is ordinarily and usually used for such purposes in the construction of houses built in first class residential areas.
- F. Dwellings will comply with the following minimum areas as to habitable living space exclusive of porches and garages: One story dwelling with or without basement, main floor area: One thousand (1000) square feet; split level dwellings: A minimum of twelve hundred (1200) square feet of habitable living space which is ordinarily and usually used for living space, of which no floor shall be more than four (4) feet below the outside grade; two story dwellings: A minimum of one thousand (1000) square feet of floor space on the main floor level.
- G. No residential structure shall be erected or placed on a building plot, which plot has an area of less than six thousand (6000) square feet.
- H. Easements affecting all lots are reserved as shown on the recorded plat for drainage and utility installation and maintenance and for the distribution of water from the Weber-Box Elder Conservation District.
- I. (a) No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 20 feet to any side street line, except that on all lots abutting collector and arterial streets no building shall be located nearer than 30 and 20 feet respectively to the street property lines of said streets.
(b) No building shall be located nearer than 8 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building

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located 25 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 30 feet to the rear lot line.

(c) For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.

J. Approval of plans

(1) No building shall be erected, placed, or altered on any lot until the construction plans and specifications and plot plans have been submitted to and approved in writing, as to conformity and harmony of external design and as not interfering with the reasonable enjoyment of any other lot or plot, by a committee composed of W. Allen Jackson, Arda Jackson, Larry Buttars, all of Ogden City, Weber County, State of Utah. A Majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor, and neither the members of the committee, or its designated representative shall be entitled to any compensation for service performed pursuant to this covenant.

(2) Failure by said committee or its designated representative to approve or disapprove such plans and specifications within thirty (30) days after receipt of a proper presentation approval of such plans and specifications will be deemed to have been made, provided such proposed construction complies with all other provisions of the declaration.

(3) At any time, the then record owners of a majority of the lots shall have the power through duly recorded written instrument to change the membership of the committee or to withdraw from the committee or to return and restore to it any of its power or duties.

(4) No fence or wall shall be erected, placed, or altered on any lot nearer to any street than the minimum building setback line unless similarly approved.

K. 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 (40) years from the date these covenants are so recorded, at which times said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of then owners of the lots it is agreed to change said covenants in whole or in part.

L. 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 such violation or to recover damages.

M. 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.

We, the undersigned hereby certify that we are the developers of this above mentioned subdivision and that we execute the foregoing instrument on this 2nd day of August, 1968.

W. Allen Jackson
W. Allen Jackson

Arda Jackson
Arda Jackson

STATE OF UTAH)
(ss.
County of Weber)

On the 2nd day of August, 1968, personally appeared before me, W. ALLEN JACKSON AND ARDA JACKSON, the signers of the foregoing instrument, who acknowledged to me that they executed the same.

Linda Hoffman
Notary Public

Residing at: Ogden, Utah

