

PROTECTIVE COVENANTS

CITY OF ROY, UTAH, A MUNICIPAL CORPORATION.

TO WHOM IT MAY CONCERN:

WITNESSETH: WHEREAS, THE said municipal corporation, which is the undersigned, is the present owner of all the lots embraced within Municipal Acre Subdivision to the City of Roy, in Weber County, State of Utah, to-wit: the present owner of all the lots

- 1 thru 9 inc. in Block # 1
- 1 thru 40 inc. in Block # 2
- 1 thru 15 inc. in Block # 3
- 2 thru 14 inc. in Block # 4
- 1 thru 20 inc. in Block # 5
- 1 thru 23 inc. in Block # 6
- 1 thru 18 inc. in Block # 7

in the Municipal Acre Subdivision to the City of Roy, in Weber County, State of Utah; and

WHEREAS, said area comprises the said Municipal Acres Subdivision to the City of Roy, in Weber County, State of Utah, which is a residential subdivision; and

Whereas, it is the desire of the owner thereof to place restrictive covenants upon said lots, and each and all of them, for the mutual benefit and protection of the present owner and future owners thereof:

Now, THEREFORE, the signer hereof for itself, its Grantees, successors and assigns doth covenant with itself and its grantees, successors and assigns as follows:

1. These residential area covenants shall apply to all the lots in said Municipal Acre Subdivision to the city of Roy, in Weber County, State of Utah.
2. No lot shall be used except for residential purposes, no building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars, except two-family dwelling units may be erected on all corner lots.
3. No building shall be erected, placed on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. 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. Approval shall be as hereinafter provided.

4. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 800 Square feet for a one-story dwelling, nor less than 1600 square feet for a dwelling of more than one story.

5. 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. No building shall be located nearer than 8 feet to the interior lot line, except that no side-yard shall be required for a garage or other permitted accessory buildings located 45 feet, or more, from the minimum building set-back line. No dwelling shall be located on any interior lot nearer than 15 feet to the rear lot line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall be construed to permit any portion of a building on the lot to encroach upon another lot.

6. No dwelling shall be erected or placed on any lot having a width less than its width as shown on the accepted and recorded plat of said subdivision at the minimum building setback line as shown on said plat, nor shall any dwelling be erected or placed on any lot having an area less than that calculated from the dimensions of said lot as shown on said plat.

7. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

8. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

9. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

10. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by the builder to advertise the property during the construction and sale period of not over 100 square feet.

11. 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.

12. No individual water-supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the City of Roy, Weber County, State of Utah. Approval of such system as installed shall be obtained from such authority.

13. No individual sewage-disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the City of Roy, Weber County, State of Utah. Approval of such system as installed shall be obtained from such authority.

14. No fence, wall, hedge, or shrub planting, which obstructs sight lines at elevations between 2 and 6 feet above the

roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the streetlines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

15. The architectural control committee is composed of Burton W. Mansfield, Lewis A. Westenskow, Clearfield, Utah, and Charles Rapp, Roy, 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. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then recorded owners of a majority of the lots shall have the power through a duly recorded written instrument to change membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

16. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

17. 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 twenty five years from the date these covenants are recorded, after which time said covenants shall automatically be 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.

18. 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 violation or to recover damages.

19. Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

20. Provision is made for one church site only within the boundaries of said subdivision.

CITY OF ROY, UTAH, A MUNICIPAL CORPORATION
ATTEST:

Elliabeth Morris
Elliabeth Morris
City Recorder

C. W. Rapp
C. W. Rapp
Mayor

APPROVED:
L. E. Stark
L. E. Stark
City Attorney

STATE OF UTAH)
COUNTY OF WEBER) ss

BOOK 502 PAGE 473

On the 16th day of December, 1955, personally appeared before me, C.W. Rapp, Mayor of Roy, Utah, and Elizabeth Morris, Recorder of Roy, Utah, both officers of the City of Roy, Utah, a municipal corporation, the signers of the within instrument, who duly and severally acknowledged to me that as such mayor and as such City Recorder and for and on behalf of the City of Roy, Utah, a municipal corporation, they signed and delivered the foregoing instrument on the day and year therein written pursuant to the authorization of a resolution duly adopted by the City Council of the City of Roy, Utah, a municipal corporation on the 5th day of December, 1955.

Burton W. Mansfield
Notary Public

Residing at: *Roy, Utah.*

My Commission Expires: *Dec. 27th 1957*



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STATE OF UTAH)
COUNTY OF WEBER) ss
FILED AND RECORDED FOR
Roy, City
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IN BOOK 502 OF RECORDS
PAGE 470
DOROTHY B. CAMPBELL
COUNTY RECORDER

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Recorded Abstracted
Compared Page

Dorothy B. Campbell