

PROTECTIVE COVENANTS

Mansfield-Smith Company: Burton W. Mansfield, Co-Partner and Ralph L. Smith Co-Partner.

TO WHOM IT MAY CONCERN:

WITNESSETH: WHEREAS, The said parties who are the undersigned, are the present owners of all the lots embraced within Burmont Park Subdivision, Roy City, Weber County, Utah, to wit: the present owners of all the lots 1 to 55 inclusive in the Burmont Park Subdivision, Roy City, Weber County, State of Utah: and

WHEREAS, said area comprises the said Burmont Park Subdivision, Roy City, Weber County, State of Utah, which is a residential subdivision; and

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

now, THEREFORE, for and in consideration of the mutual covenants herein, and other good and valuable consideration, each signer hereof for himself or herself, his or her heirs, executors, administrators and Grantees, doth covenant with each other and their respective heirs, executors, administrators and grantees as follows:

1. These residential area covenants shall apply to all the lots in said Burmont Park Subdivision, Roy City, 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 stories in height and a private garage for not more than three cars.
3. No building shall be erected, placed on any lot until 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 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 900 square feet for one-story dwellings, not less than 750 square feet for a dwelling of more than one storey in height.
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 nearer than 30 feet to the front line or nearer than 20 feet to any side street. No building shall be located nearer than 8 feet to the interior lot line, on one side and 10 feet on the other side, except that no sideyard shall be required for a garage or other permitted accessory buildings located 45 feet, or more, from the minimum setback line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. All zoning ordinances now in effect must be complied with. For the purpose of this covenant, eaves steps, and open porches shall not be considered as a part of the building, provided however, that this shall not be construed to permit any portion of a building 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 or 8000 square feet minimum.

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 temporary 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 more than 200 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 fence, wall, hedge, or shrub planting, which obstructs sight lines at elevations between 2 and 6 feet above the roadway 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 line extended. The same sight line limitations shall apply on any lot within 10 feet from the intersections of a street property line with the edge of a driveway or ally pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage is maintained at sufficient height to prevent obstruction of such sight lines.
13. The architectural control committee is composed of Burton W. Mansfield, Roy, Utah, Ralph L. Smith, Roy, Utah and Wilbur Berrett, Ogden, 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, nor its designated representatives shall be entitled to any compensation for service performed pursuant to this covenamt. 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 power and duties.
14. 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.
15. 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 Thirty 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 the majority of the then owners of the lot has been recorded, agreeing to change said covenants in whole or part.
16. 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 or to recover damages.

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

MANSFIELD-SMITH COMPANY

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*Burton Mansfield*  
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*Ralph L. Smith*

Dated this *29th* day of *April* 1959

STATE OF UTAH )  
                  ) : ss  
COUNTY OF WEBER )

On the *29th* day of *April* A.D. 1959, personally appeared before me BURTON W. MANSFIELD and RALPH L. SMITH, co-partners of the MANSFIELD-SMITH COMPANY, who being by me duly sworn, did say that they are the sole partners of the firm of MANSFIELD-SMITH COMPANY, a partnership, and that the foregoing instrument was signed in behalf of said partnership and said BURTON W. MANSFIELD and RALPH L. SMITH acknowledged to me that said partnership executed the same.

*Mamie N. Dermody*  
Notary Public

Residing at  
*Green, Utah*



My Commission Expires:

*August 8, 1960*

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STATE OF UTAH ) : ss  
COUNTY OF WEBER )  
FILED  
*Mansfield Smith Co.*  
APR 30 9 19 AM '59

IN BOOK 610 OF RECORD  
PAGE 347-349  
RUTH EAMES OLSEN  
COUNTY RECORDER

*Edith D. W. Keeler*