

DECLARATION OF BUILDING AND USE RESTRICTIONS

DATE: MAY 25 1987
DEPT: DEER
FILED: MAY 26 2 16 PM '87

PART A. PREAMBLE

ENTERED 6 MICROFILMED

FILED AND RECEIVED FOR
Mt. Ogden Real Estate

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned, being the owners of the following described real property located in the City of Roy, Weber County, State of Utah, to-wit:

Lots 1 to 32 inclusive, Woodhaven #1 ; according to the plat thereof, as recorded in the office of the County Recorder of said County,

do hereby establish the nature of the use and enjoyment of all lots in said subdivision and do declare that all conveyances of said lots shall be made subject to the following conditions, restrictions and stipulations:

PART B. RESIDENTIAL AREA COVENANTS

1. Land Use and Building Type. 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 private garage and/or carport not to store more than three vehicles. All construction to be of new materials, except that used brick may be used with prior written approval of the Architectural Control Committee.

2. Architectural Control. No building shall be erected, placed, or altered 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. All buildings or walls shall be constructed in accordance with the following conditions, and as to all other walls, steps, porches, and fences, grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the front building setback line, unless similarly approved. Approval shall be as provided in Part C.

3. Building Cost, Quality and Value. No building shall be permitted on any lot at a cost of less than \$40,000, exclusive of lot, based upon cost levels prescribed in the late these covenants are recorded. It being the intention and purpose of the covenants to assure that all buildings shall be of a quality of workmanship and materials substantially the same or better than that which can be obtained on the late these covenants are recorded at the minimum cost stated in the late these covenants recorded. The minimum amount of the main living space, exclusive of secondary porches and garages, shall be not less than 1,000 square feet.

4. Building Setbacks

No building shall be erected on any lot nearer than 20 feet to the front lot line, or nearer than 20 feet to any side street line.

No building shall be located nearer than 5 feet to any interior lot line, and that a minimum rear side yard shall be permitted for a garage or carport. No building shall be located on any interior lot nearer than 5 feet to any rear lot line. Detached garages or other permitted accessory buildings shall be located seven feet or more from the rear lot line, so long as such buildings do not violate any covenants.

Steps, porches, patios, decks, and other porches shall be constructed as part of a building, provided, however, that they shall not be attached to any portion of any building on a lot to encroach upon

No building shall be erected or placed on any lot having an area of less than 3,000 square feet at the front building setback line nor shall any building be erected on any lot having an area of less than 3,000 square feet. No building shall be placed on all corners and shall be set back from the street, provided that the above yard elevations are

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6. Easement. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 2 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, or which may obstruct or retard the flow of water through 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.

7. Nuisances. 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. No clothes drying or storage of any articles which are unsightly in the opinion of the Architectural Control Committee will be permitted in carports, unless in enclosed areas designed for such purposes. No automobile, trailers, boats, or other vehicles are to be stored on streets or front or side lots unless they are in running condition, properly licensed and are being regularly used. No automobiles may be parked on property unless on concrete or asphalt slab.

8. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, barn, barn or other outbuilding, shall be used on any lot at any time as a residence, either temporarily or permanently. No mobile homes are permitted.

9. Signs. 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. No sign of not more than five square feet shall be displayed on the property for sale or rent, or signs used in a real estate activity on the property during the construction and sales period.

10. Livestock and Poultry. No animal, livestock, or poultry of any kind shall be kept on any lot, except that one or more dogs shall be kept on any lot, provided that they are not kept in a kennel for any commercial purpose, and are not bred to the extent of producing more than under handler's control.

11. Odors and Waste 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 suitable containers. All incinerators or other equipment for the storage or disposal of waste material shall be kept in a clean and sanitary condition. Each lot abutting on a street are to be kept free of trash, weeds and other refuse. All refuse, waste, or combustible material that is to be stored on a lot shall be stored in a suitable container.

12. Utility Lines and Intersections. No fence, wall, hedge, or other planting shall be placed on any lot at elevations between and above the street always above the ground level, or permitted to remain on any corner lot within the triangular area bounded by the street property lines and a line connecting them at points distant from the intersection of the street lines or in case of a rounded property line, from the intersection of the street property lines extended. The provisions of this section shall apply to a driveway or alley way, and a tree shall be planted or otherwise maintained at such intersections unless the tree is maintained at sufficient height to prevent obstruction of the view.

13. Excavations. No all drilling, and development operations will be permitted on any lot, and no excavations of any kind shall be permitted upon or under any lot, except as shown on the recorded plat, and shall be permitted upon or under any lot, except as shown on the recorded plat. No ditches or other structure designed for use as a drainage channel shall be created, maintained, or permitted upon any lot.

14. Plantings. The trees, shrubs, or other plantings provided by the Architectural Control Committee shall be maintained or replaced at the property owner's expense at the Architectural Control Committee. Front yard plantings shall be maintained within one year of final closing of house.

15. Drainage Control. No structure, planting or other material shall be placed or permitted to remain on any lot which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels or obstruct or retard the flow of water through drainage channels. The slope control areas of

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each lot and all improvements in them shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

PART C. ARCHITECTURAL CONTROL COMMITTEE

1. Membership. 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 of the committee shall have full authority to select 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 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. The Architectural Control Committee is composed of George Pappas and George Pappas III.

2. Procedure. 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 held to have been fully complied with.

PART D. GENERAL PROVISIONS

1. Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under the land for a period of forty years from the date these covenants are recorded in the public records, and shall thereafter automatically extend for successive periods of ten years unless terminated or amended by a majority of the then owners of the lots hereinafter defined, and then to those who own the lots in whole or in part.

2. Enforcement. Enforcement shall be by injunction of record and shall be available against any person, whether or not the party to the covenants, and against either the record violator or to remove the same.

3. Severability. Invalidation of any one of these covenants by judgment of a court of law shall in no wise affect any of the other provisions which shall remain in full force and effect.

4. Assignment. The covenants are to run with the land and shall be binding on all persons claiming under the land for a period of forty years from the date these covenants are recorded in the public records, and shall thereafter automatically extend for successive periods of ten years unless terminated or amended by a majority of the then owners of the lots hereinafter defined, and then to those who own the lots in whole or in part.

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By George Pappas
George Pappas III

I, _____, County Clerk of the County of _____, do hereby certify that the within and foregoing instrument was duly acknowledged before me and the said George Pappas and George Pappas III on this _____ day of _____, 19____, and that the said George Pappas and George Pappas III are the persons who executed the same.

Notary Public
My commission expires _____

