

DECLARATION OF BUILDING AND USE RESTRICTIONS
SERENITY MEADOW SUBDIVISION
Roy, Utah

E# 1317150 BK1734 PG2446
DOUG CROFTS, WEBER COUNTY RECORDER
18-OCT-94 1212 PM FEE \$20.00 DEP LF
REC FOR: MOUNTAIN.VIEW.TITLE

PART A. PREAMBLE

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned, being the owner of the following described real property located in the City of ROY, WEBER COUNTY, STATE OF UTAH, to wit:

Lots one (1) through fourteen (14) inclusive, SERENITY MEADOW SUBDIVISION; 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 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 garages for not less than two vehicles. All construction to be of new materials, except that used brick may be use with prior written approval of the Architectural Control Committee.

3. Dwelling Size. The main floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than ~~1,000~~ ⁹⁰⁰ square feet.

4. Building Location. No building shall be located on any lot except in conformance with zoning codes of Roy City, Utah and/or variances obtained therefrom.

5. Easement. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain

B. P. P. J. P.

which may damage or interfere with the installation and maintenance of utilities, 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 public authority or utility company is responsible.

6. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done therein 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 purpose. No automobiles, trailers, boats or other vehicles are to be stored on streets or front or side yards.

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

8. 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, one sign of not more than five square feet advertising property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

9. Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose and are restricted to the owner's premises or on a leash under handler's control.

10. Garbage and Refuse 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 sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Each lot and its abutting street are to be kept free of trash, weeds and other refuse by the lot owner. No unsightly materials or other objects are to be stored on any lot in view of the general public.

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 designate representative

B. E. P. A. P.

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:

Larry M. Buttars, Committee Representative
1815 26th St.
Ogden, Utah 84401
Ph. 392-5291

Vonita R. Buttars
1815 26th St.
Ogden, Ut. 84401
Ph. 393-5940

Dallas K. Buttars
2749 N. 1600 E.
Layton, Utah 84041
Ph. 776-5949

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 deemed 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 them for a period of forty years from the date these covenants are recorded, after which time, said covenants shall be automatically extended for successive periods of ten 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 part.

2. Adjacent to this Property. Declarants are the owners of real property adjacent to the Serenity Meadows Subdivision aforesaid, described as follows:

B. S. P. F. P.

PARCEL 1

Part of the S.W. Quarter of Section 14, T.5 N., R.2 W., S.L.B.& M., U. S. Survey: Beginning at a point N. 0°26'21" E. 1179.04 ft. along the section line and S. 89°33'39" E. 33.00 ft. from the S.W. corner of said Quarter Section, and running thence N. 0°26'27" E. 254.57 ft., thence S. 89°33'39" E. 255.55 ft., thence Northeasterly along the arc of a 50 ft. radius curve to the right 54.71 ft. (long chord bears N. 60°38'33" E. 49.69 ft.), thence S. 89°45'39" E. 66.32 ft., thence S. 0°26'21" W. 278.22 ft., thence N. 89°45'39" W. 365.00 ft. to the point of beginning.

PARCEL 2

Part of the S.W. Quarter of Section 14, T.5 N., R.2 W., S.L.B.& M., U.S. Survey: Beginning at a point N. 0°26'21" E. 1179.04 ft along the section line and S. 89°33'39" E. 33.00 ft. and N. 0°26'27" E. 254.57 ft., and S. 89°33'39" E. 255.55 ft., and Northeasterly along the arc of a 50 ft. radius curve to the right 54.71 ft. (long chord bears N. 60°38'33" E. 49.69 ft.) from the S.W. corner of said quarter section, and running thence Northeasterly along the arc of a 50 ft. radius curve to the right 17.20 ft. (long chord bears N. 21° 00'04" E. 17.11 ft.), thence S. 89°45'39" E. 104.57 ft., thence N. 0°26'27" E. 212.00 ft., thence S. 89°33'39" E. 50.60 ft., thence S. 16°01'10" E. 237.31 ft., thence N. 89°45'39" W. 278.41 ft. to the point of beginning.

PARCEL 3

Part of the S.W. Quarter of Section 14, T. 5 N., R 2 W., S.L.B. & M., U.S. Survey: Beginning at a point S. 89°45'39" E. 33.00 ft. from the West one quarter corner of said section 14, and running thence S. 89°45'39" E. 177.40 ft., thence S. 16°01'10" E. 294.69 ft., thence N. 89°33'39" W. 260.89 ft., thence N. 0°26'21" E. 282.00 ft. to the point of beginning.

Declarants anticipate rezoning said parcels to allow and permit the use and development of condominiums, PRUD apartment housing units and/or storage facilities. The owners of lots in the Serenity Meadows Subdivision shall not object to, but on the other hand, do hereby consent to such contemplated rezoning, uses and developments.

3. Enforcement. Enforcement shall be by proceeding 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.

4. Severability. 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.

B. E. P. J.P.

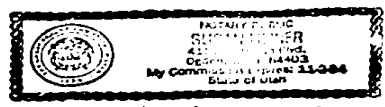
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Larry M. Buttars
Dallas K. Buttars

STATE OF UTAH)
) : SS.
COUNTY OF WEBER)

On the 17 day of Oct, A.D. 1974, personally appeared before me, LARRY M. BUTTARS and DALLAS K. BUTTARS personally known to me to be the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.



My Commission expires:

L. M. Buttars
NOTARY PUBLIC
Residing in _____

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B. S. P. 74 P.