

25

PROTECTIVE COVENANTS

LLOYD BERRETT & LILLIE H. BERRETT, husband and wife
TO WHOM IT MAY CONCERN

WITNESSETH: WHEREAS, the said parties who are the undersigned are the present owners of all the lots embraced within Berrett Subdivision in the Town of Roy, in Weber County, State of Utah, to-wit; the present owners of all of Lots 1 to 7, in Block 1; Lots 1 to 6 in Block 2; Lots 1 to 20 in Block 3; Lots 1 to 40 in Block 4, and Lots 1 to 40 in Block 5, all inclusive, in Berrett Subdivision to the Town of Roy, in Weber County, State of Utah; and

WHEREAS, said area comprises the said Berrett Subdivision to the Town of Roy, in 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 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 the said Berretts Subdivision to the Town 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.
3. 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 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 700 square feet for a one-story dwelling, nor less than 700 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 25 feet to the front lot line or nearer than 12 feet to any side street line. No building shall be located nearer than 10 feet to an interior lot line, except that no side-yard shall be required for a garage or other permitted accessory building located 45 feet, or more, from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. 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 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 and over the rear five feet of each lot.
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 a builder to advertise the property during the construction and sales period.
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 Town 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 Town 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 street lines, or in the case of a rounded property corner from the intersection of the street lines, 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 distances or 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 Lloyd Berrett, Roy, Utah, Marvin Venable, Roy, Utah and Carl Porter, 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, 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 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.
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 be automatically 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. Invalidity 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.

Lloyd Berrett
Lillie H. Berrett

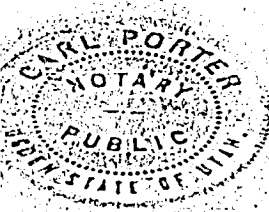
Dated this 29th day of January 1952.

STATE OF UTAH)
) :ss
COUNTY OF WEBER)

On the 11th day of February, A.D., 1952, personally appeared before me LLOYD BERRETT and LILLIE H. BERRETT, husband and wife, the signers of the within instrument, who duly acknowledged to me that they executed the same.

Carl Fote
Notary Public
Residing at Ogden, Utah

My Commission Expires
January 13, 1953



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STATE OF UTAH)
COUNTY OF WEBER) :ss
FILED AND RECORDED FOR
Security Title Co
FEB 13 10 07 AM '52
IN BOOK 383 OF Records
PAGE 330
DOROTHY B. CAMPBELL
COUNTY RECORDER
Dorothy B Campbell