

PROTECTIVE COVENANTS

Dated this 1st day of July 1996.

Protective Covenants, Conditions, Restrictions affecting property of the VILLAGE WEST SUBDIVISION # 1 & 2, A subdivision which is a part of Roy City, County of Weber, State of Utah.

This declaration made this 1st of July 1996 by Harold Eborn and Allan Karras, hereinafter called the Declarants.

W I T N E S S E T H

WHEREAS, the Declarants are the owners of the Real Property described in Clause (1) one of this Declaration and are desirous of subjecting said Real property to the Restrictions, Covenants, Reservations, Easements, Liens and Charges hereinafter set forth.

CLAUSE 1

FULLY PROTECTED RESIDENTIAL AREA: The residential area covenants hereinafter provided shall apply to the following described premises to witt:

All of Lots # 1 thru 66 Village West subdivision Phases # 1 and # 2 in Roy Utah, Weber County, State of Utah.

CLAUSE 2

- a. RESIDENTIAL AREA COVENANTS: 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 a private garage for not more than three cars and not less than two cars.
- b. 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 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 roof pitch shall be less than a 5-12 pitch. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless approved by Roy City.
- c. DWELLING COST, QUALITY AND SIZE: No dwelling shall be permitted on any lot at a cost of less than \$85,000.00, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants

09-387-000 thru 0073 inclusive  
09-386-000 thru 0012 inclusive  
09-389-001 thru 0020 inclusive  
09-388-001 thru 0011 inclusive

to ensure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1050 square feet for a one-story dwelling.

d. BUILDING LOCATION: No building shall be located on any lot 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 20 feet to any side street line. No building shall be located nearer than 8 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 30 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 20 feet to the rear lot line. For the purposes of this covenants 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 a lot to encroach upon another lot.

e. LOT AREA AND WIDTH: No dwelling shall be erected or placed on any lot having a width of less than 65 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 8000 square feet.

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

g. 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.

h. 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.

### CLAUSE 3

#### ARCHITECTURAL CONTROL COMMITTEE:

HAROLD EBORN

ALLAN KARRAS

DIANA KARRAS

a. MEMBERSHIP: The architectural control committee is composed of the above members, 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

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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 the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

b. 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 thirty 30 days after plans and specifications have been submitted to it, or in any event, if any suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenant shall be deemed to have been fully complied with.

CLAUSE 5

GENERAL PROVISIONS:

a. 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 thirty 30 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten 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.

b. ENFORCEMENT: Enforcement shall be by proceeding at law or in equity against any person violating or attempting to violate any covenant either to restrain violation or to recover damages.

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

*Harold Eborn*  
HAROLD EBORN  
*Allan Karras*  
ALLAN KARRAS

STATE OF UTAH  
COUNTY OF WEBER

On this the 1 day of July 1996  
Personally appeared before me Harold Eborn and Allan Karras the signers of the above document did duly acknowledge to me that they executed the same.

*[Signature]*  
Notary Public

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