

*Western City Co.
2464 Washington Blvd
To Frank Molley*

316991

STATE OF UTAH) SS 500
COUNTY OF WEBER)
FILED AND RECORDED FOR
Edman + Jolley Const. Co.
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IN BOOK 616 OF RECORD
PAGE 654-657
RUTH BAMES OLSEN
COUNTY RECORDER
William B. Peterson

RESTRICTIVE COVENANTS
FOR
EYRIE MEADOW SUBDIVISION NO. 1 TO OGDEN CITY, UTAH

WHEREAS, the undersigned, EDMAN AND JOLLEY CONSTRUCTION COMPANY, a partnership consisting of JOHN N. EDMAN and GIDEON T. JOLLEY, co-partners, is the owner of the lands hereinafter described; and,

WHEREAS, it is the desire of the undersigned owner to place these restrictions and covenants upon said land hereinafter described for the mutual benefit and protection of future owners of said lands, their heirs, administrators, executors, successors and assigns.

NOW, THEREFORE, for the mutual benefit and protection of the undersigned and future owners of the lands hereinafter described, their heirs, administrators, executors, successors and assigns, the following restrictions and covenants are hereby placed upon all and every part of the following described lands, situate in Weber County, State of Utah:

All of Blocks 1, 2, 3, 4 and 5 and all of Lots 1 to and including 13 of Block 6 and Lot 1 of Block 7 and Lots 1 to and including 4 of Block 8, all in Eyrie Meadow Subdivision No. 1 to Ogden City, Utah

1. All of said lots of Eyrie Meadow Subdivision No. 1 to Ogden City, Utah, shall be known and described as residential lots. No structure shall be erected, placed or maintained upon any lot of said Subdivision other than one detached single family dwelling, not to exceed two stories in height and a private attached or detached garage for not more than three cars, and shelters, tool houses and non-commercial green houses.

2. No building shall be located on any of said lots of said Subdivision nearer than thirty feet to the front line, nor nearer than twenty feet to any side street line; no building, except a detached garage or other outbuilding located forty-five feet or more from the front lot line shall be located nearer than eight feet to any side lot line, and no dwelling shall be located on any interior lot nearer than four feet to the rear lot line.

3. No single family residential structure shall be erected or placed on any building plot or lot of said Subdivision which plot has an area of less than 7000 square feet or a width of less than sixty-five feet at the front building

set back line. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

4. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the Subdivision shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

5. No dwelling costing less than \$11,000.00 shall be permitted on any lot in said Subdivision. The ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than 900 square feet nor less than 900 square feet for a dwelling of more than one story.

6. No fence or wall shall be erected, placed or altered on any lot of said Subdivision nearer to any street than the minimum building set back line unless approved by the Architectural Control Committee as hereinafter set forth.

7. Easements affecting all lots in such Subdivision are reserved as shown on this recorded plat, for utility installation and maintenance, and for the distribution of water from the Weber Basin Water Conservancy District.

8. No building, fence, wall or other structure shall be commenced, erected, or maintained, nor shall any addition to or change or alteration therein be made in such Subdivision until plans and specifications therefor, showing the nature, kind, shape, height, materials, floor plans, color schemes, locations, and approximate cost of such building, fence, wall or other structure and the grading and landscaping plan of the portion of the above described Subdivision to be built upon and otherwise used in connection therewith shall have been submitted to and approved in writing by the Architectural Control Committee to consist of John N. Edman, Gideon T. Jolley and Stephen Macdonald, and a copy thereof as finally approved lodged permanently with such committee. Such committee shall have the right to refuse to approve any such plans or specifications or parking, landscaping or grading plan which are not suitable or desirable, in the opinion of a majority of such committee, for any reason; that in so passing upon such plans, specifications or landscaping or grading plans such committee

shall have the right to take into consideration, among other things, the suitability of the proposed building, fence, wall or other structure, planting, landscaping, grading and parking, and of the materials and colors to be used, the site upon which it is proposed to erect the same, the harmony and effect thereof with the surroundings, and the effect thereof on the outlook from the adjacent and neighboring property.

In the event such committee fails either to approve or disapprove such plans or specifications within thirty (30) days after the same shall have been delivered to any member of such committee, such approval or disapproval will not be required and this covenant and restriction shall thereupon be deemed to be fully complied with.

No member of such committee shall be entitled to any compensation for services performed pursuant to these covenants and restrictions.

In the event of the death or resignation or the refusal or inability to act of any member of such committee the remaining members shall have full authority to approve or disapprove such plans and specifications and to designate and appoint a successor member of such committee to fill any such vacancy with like authority.

9. These restrictions and covenants shall be valid and binding and continue in force and effect until the 7th day of July, 1984, after which time such restrictions and covenants may be altered, changed, amended, enlarged or abolished, in any or all particulars, whenever a majority of the then record owners of the land, lots or parcels of land situate within the boundaries of the above described Subdivision shall unite in signing and executing an agreement or resolution to such effect, which agreement or resolution shall thereupon be recorded at the office of the County Recorder of Weber County, Utah, and shall thereupon be valid and binding upon all and every part of the premises above described, the owners thereof and their heirs, executors, administrators, successors, and assigns.

10. Each of the restrictions and covenants herein contained shall be considered as restrictions and covenants running with the land and shall be for the benefit of and bind the undersigned and all persons, firms, corporations or parties to whom the undersigned may convey said premises, or any part thereof, or who may derive title to said premises, or any part thereof, from the undersigned and each of their heirs, administrators, executors, successors and assigns.

11. That if the undersigned or any persons, firms, corporations or parties to whom the undersigned may convey said premises, or any part thereof, or who may derive their title thereto from the undersigned or their heirs, administrators, executors, successors or assigns, shall violate any of the restrictions or covenants contained herein it shall be lawful for any person, firm, corporation or party, or any one or more of them, then owning any part of the real property situate within the boundaries of the premises hereinabove described to prosecute any proceeding or suit, at law or in equity, against the person, firm, corporation or party, or any one or more of them, violating, attempting or about to violate any of the restrictions and covenants contained herein and to restrain, enjoin or otherwise prevent him or them from so doing and to recover any damages, or other dues for such violation or attempted violation.

12. The invalidation of any of the restrictions or covenants contained herein by the lawful order or judgment of any Court having jurisdiction shall in no wise effect or invalidate any of the other restrictions or covenants contained herein but the same shall remain in full force and effect.

IN WITNESS WHEREOF the parties to these restrictions and covenants have hereunto set their hands and seals this 9th day of July, 1959.

EDMAN & JOLLEY CONSTRUCTION COMPANY
a partnership

By John N. Edman

By Gideon T. Jolley
CO-PARTNERS

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

On the 9th day of July, 1959, personally appeared before me JOHN N. EDMAN and GIDEON T. JOLLEY, who being by me each duly sworn did say they are the partners respectively of EDMAN & JOLLEY CONSTRUCTION COMPANY, a partnership, and the said John N. Edman and Gideon T. Jolley duly acknowledged to me that they signed the foregoing instrument in behalf of said partnership.

Violet Beaver
Notary Public
Residing at Ogden, Utah

My Commission Expires: _____

