

RESTRICTIVE COVENANTS—RIVER VALLEY SUBDIVISION NO. 1

We, the undersigned, ADAM E. PATTERSON AND ALTA PATTERSON, his wife, BERTHA CHILD, and SIDDIE V. ROMAN, a widow, who are the fee simple owners of the land contained in RIVER VALLEY SUBDIVISION NO. 1, situated in Riverdale City, County of Weber, State of Utah (containing 73 lots) do hereby bind said land to the following conditions and restrictions:

NOW, THEREFORE, in consideration of the premises, the following restrictions are hereby created and declared to be covenants running with the title and the land hereinbefore described, and each and every part thereof, and the undersigned owners hereby declare that the aforesaid land above referred to is to be held and hereinafter conveyed to the following reservations, restrictions and covenants hereinafter set forth:

1. PERSONS BOUND BY THESE RESTRICTIONS:

That the covenants and restrictions are to run with the land and all persons and corporations who now own, or shall hereafter acquire any interest in any of the land hereinbefore described or any lot, portion or parcel thereof, shall be taken and held to agree and covenant with the owners of the land and with their heirs and assigns to conform to and observe the following covenants, restrictions and stipulations as to the use thereof, and construction of residences and improvements thereon for a period of thirty years from this date.

2. USE OF LAND, COST, FRONTAGE:

That none of said land, or any fraction thereof, shall be improved, used or occupied for other than single family residential purposes not to exceed two stories in height and a private garage for not more than two automobiles. No residential structure shall be erected, placed on any building area (including any lot or several lots or portion of lot) which has an area of less than 8000 square feet, nor which has a width of less than 70 feet for inside feet or 80 feet for corner lots.

3. DWELLING SET BACK AND FREE SPACE:

All residence buildings erected on any plot or lot shall be set back from the front lot line not less than 30 feet nor nearer than 20 feet to a side street line in case of corner-lot construction. The minimum side yard for any dwelling shall be 8 feet and the total width of the two required side yards shall be not less than 18 feet. The minimum side yard for a private garage shall be 8 feet; except that a private garage and other accessory building, located at least 6 feet in the rear of the main dwelling, may have a minimum side yard of 1 foot, provided, however, that no private garage or other accessory buildings shall be located closer than 10 feet to a dwelling on an adjacent lot. No fence shall be constructed over 2½ feet high nearer than the minimum building set back to street.

4. TEMPORARY RESIDENCES PROHIBITED:

No trailer, basement, tent, shack, garage, barn or other outbuilding erected on the said property shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted.

5. UTILITY AND ALLEY EASEMENT:

An easement is reserved over each lot as appears by dashed lines upon the plat and dedication of said subdivision, for necessary utility installation and maintenance.

6. DWELLING SIZE:

No dwelling shall be erected or placed upon any residential lot in the tract which shall contain, exclusive of a detached garage and open porches, less than 950 square feet of floor space on the main living area level.

7. NUISANCES:

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.

8. 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

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NOTARY PUBLIC
STATE OF UTAH

of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of exterior design with existing structures, and as to location with respect to topography and finish grade elevation. Such committee is composed of Gary W. Rasmussen and Anna Mae Rasmussen, Ogden, Utah and James Tanner, Roy, Utah. In ~~case of the death or~~ inability to act of any member or members of said committee, the surviving member or members shall have the authority to approve or disapprove such design or location. If the aforesaid committee or their representatives fail to approve or disapprove such design or location within 30 days after plans have been submitted to it, or if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required. Said committee or their authorized representatives shall act without compensation. Said committee shall act and serve for a period of ten years from date hereof, at which time the then recorded owners of a majority of lots which are subject to the covenants herein set forth may designate in writing duly recorded on the land records, their authorized representatives who thereafter shall have all the powers and subject to the same limitations as were previously delegated hereinto the aforesaid committee.

9. GENERAL PROVISIONS:

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 years from the date hereof, 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.

10. 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.

11. 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.

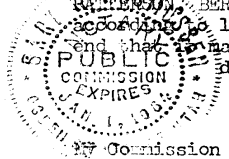
IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals this 31st day of October, 1960

Siddie V. Roman
Bertha Child (also known) *Bertha M. Child*
Alta Patterson
Alta Patterson

Witnesses:

State of Utah)
County of Weber) ss

On this 31st day of October, 1960, before me, a notary public in and for the said County and State, personally appeared ADAM E. PATTERSON, BERTHA CHILD AND SIDDIE V. ROMAN, known to me, who being duly sworn according to law doth acknowledge the foregoing to be their act and deed to the end that they may be recorded as such. Sworn to and subscribed before me this day of October 31, 1960



Adam E. Patterson
Notary Public
1330 26th St Ogden, Utah
Address

Commission expires:

1-4-1964

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BOOK 670 PAGE 167
801 3248 0570 X008

*Lary Rasmussen
1538 - 26th Street
Ogden, Utah*

STATE OF UTAH) SS
COUNTY OF WEBER)
FILED AND RECORDED FOR
Lary Rasmussen
FEB 10 3 07 PM '61

IN BOOK 670 OF RECORD
PAGE 165-167
RUTH EAMES OLSEN
COUNTY RECORDER

L. J. Zeman

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