

RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS: That We, Lee K. Hanson and Frank C. Eliason of Ogden in Weber County, State of Utah, being the owners of the real property hereinafter described, do hereby certify and declare that the following restrictive covenants are hereby imposed upon all lots embraced within the following described subdivision, as platted on the recorded plat:

All the lots in RIDGEWOOD ESTATES NO. 3, a subdivision of the City of Roy, Weber County, Utah.

The covenants hereinafter specifically set forth are to run with the land and shall be binding on all parties and all persons claiming under them until thirty years from date, at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of a majority of the then owners of said lots it is agreed to change said covenants in whole or in part.

If any party hereto, their heirs or assigns shall violate or attempt to violate any of the covenants herein contained to be kept by them it shall be lawful for any person or persons owning any real property situated in said sub-division to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate the same, either to enjoin or prohibit any such violation or for damages or other compensation or both for any such violation.

In the event any of the covenants herein contained or any part thereof be declared invalid by any court of competent jurisdiction, the remainder thereof shall in no ways be effected by such judgment, but shall remain in full force and effect.

1. All lots in said tract shall be known and described as residential lots. No structures shall be erected, altered, placed or permitted to remain upon any lot other than one detached single family dwelling; such dwelling not to exceed two stories in height, a private garage for no more than two cars and other out buildings approved in advance in writing by the committee.

2. No building shall be erected, placed or altered upon any lot in said subdivision until the building plans and specifications and the lot plan, showing the location of such building upon such lot, shall have been approved in writing, as to the conformity and harmony of external design with existing

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structures in the subdivision and as to location of the structure with respect to topography and finished ground elevation. The committee authorized to examine and approve the same shall consist of Lee K. Hanson, Frank C. Eliason and D. Omar Butters, all of Ogden, Weber County, Utah. Said committee may, in writing, designate by a majority of its members, a representative to act in the place and stead of said committee. In the event of their death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove any design or location presented to them or to designate a representative to act for them and in their stead. In the event any plans, specifications or locations shall not be approved or disapproved in writing within 30 days after the same have been submitted to the committee, or in any event, if no suit to enjoin the erection of any proposed structure or the making of any such alteration 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. Neither the members of this 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.

3. No structure shall be located on any lot nearer to the front line or side line than the minimum building setback lines. In any event, no building shall be located on any lot nearer than 30 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 a detached garage or other out buildings located 45 feet or more from the minimum building setback line and shall not be located nearer than two feet to any side lot line nor nearer than 15 feet to any dwelling, and no dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line.

4. No residential structure shall be erected or placed on any building lot which has an area of less than 8000 square feet or a width of less than 75 feet at the front building setback line with no exceptions.

5. No noxious or offensive trade or activity and no nuisance shall be carried on upon any lot nor shall anything be done which may be or become an annoyance in the neighborhood.

6. 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, nor shall any structure be placed upon any lot in said subdivision except by constructing the same on the site of said lot.

7. No dwelling shall be erected upon any lot in said subdivision, the main ground floor area of which, (exclusive of one story, open porches and garages), shall be less than 975 square feet, in the case of a one story structure, nor less than 900 square feet in the case of more than one story structure.

8. The foundation line of all buildings shall be eighteen inches above the street sidewalk level.

9. No structure erected in said subdivision shall be built upon a foundation higher than thirty inches above the finished grade of lot.

10. No fence shall extend beyond the front setback line of dwellings, or be higher than six feet above the lot grade at the fence line.

11. 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.

12. Easements of 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. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, 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 a public authority or utility company is responsible.

IN WITNESS WHEREOF the parties hereto have set their hands and affixed their signatures at Ogden, Utah this 25 Day of April 1966.

Lee K. Hanson
LEE K. HANSON

Lezha S. Hanson
LEZHA S. HANSON

Frank C. Eliason
FRANK C. ELIASON

Gertrude B. Eliason
GERTRUDE B. ELIASON

ANDERSON LUMBER COMPANY

By Edith Anderson

Samuel H. Anderson

STATE OF UTAH }
COUNTY OF WEBER } SS

On the 25 Day of April 1966, personally appeared
before me, Lee K. Hanson, Letha S. Hanson, Husband and Wife; Frank C. Eliason,
Gertrude B. Eliason, Husband and Wife; the signers of the foregoing instrument who
duly acknowledged to me that they executed the same.

My Commission Expires:
June 16, 1968

Edna R. Becklund
NOTARY PUBLIC
Residing at Ogden, Utah

STATE OF UTAH }
COUNTY OF WEBER } SS

On the 21st Day of April 1966, personally appeared before me

E. LeRoy Anderson and Darrell Crawford
who being by me duly sworn did say, each for himself, that he, the said
E. LeRoy Anderson is the President and he, the said Darrell Crawford is the Secretary
of Anderson Lumber Company, and that the within and foregoing instrument was
signed in behalf of said corporation by authority of a resolution of its board of
directors and said E. LeRoy Anderson and Darrell Crawford
each duly acknowledge to me that said corporation executed the same and that the seal
affixed is the seal of said corporation.

My Commission Expires: January 19, 1970

Edna R. Becklund
NOTARY PUBLIC
Residing at Ogden, Utah

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Plotted Indexed
Referred Abstracted
Compared Page

RECORDED
Edna R. Becklund

W. J. OLSEN
COUNTY CLERK
Edna R. Becklund

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