

Bank of Utah

BOOK 997 PAGE 357

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RUTH JAMES OLSEN
WEBER COUNTY RECORDER
Renee Boulay Evans

MOUNTAIN VALLEY MEADOWS,
a partnership,

) RESTRICTIVE COVENANTS COVERING
) LOTS 1 THROUGH 16, BOTH INCLUSIVE,
) IN MOUNTAIN VALLEY MEADOWS,
) WEBER COUNTY, UTAH

TO WHOM IT MAY CONCERN:

WHEREAS, MOUNTAIN VALLEY MEADOWS, a partnership, the present owner of Lots 1 through 16, both inclusive, in MOUNTAIN VALLEY MEADOW SUBDIVISION, Weber County, Utah, is desirous of placing restrictive covenants upon said lots for the mutual benefit and protection of future owners thereof, and

NOW, THEREFORE, the following restrictive covenants are placed upon said lots for the mutual benefit and protection of future owners, and the premises to which said restrictive covenants shall attach are specifically described as follows:

All of Lots 1 to 16, both inclusive, Mountain Valley Meadow Subdivision, in Weber County, Utah.

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

2. No buildings shall be erected, placed, or altered on any lot until the construction plans and specifications and the plans 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 finished grade elevation. No building shall be erected, placed or altered on any lot until the owner or owners furnish proof of financial ability to complete the same within NINE (9) months of proposed date of commencement.

3. The architectural control committee is composed of BLAINE C. THOMSEN, Huntsville, Utah, WILFORD G. EDLING, Huntsville,

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Utah, and JAMES R. JONES, Bountiful, Utah. A majority of the committee may designate a representative to act for it. In the event of the death or resignation of any member of the committee, the remaining member or members shall have the full authority to designate a successor or successors. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such a committee and of its designated representative shall cease on or after January 1, 1993, thereafter the approval described in this covenant shall not be required, unless prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in the subdivision and duly recorded, extending or continuing the duration of said committee and its powers. 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 no suit to enjoin the construction has been commenced within THIRTY (30) days after commencement of construction, approval will not be required and the related covenants shall be deemed to have been fully complied with.

4. No structure shall be located on Lots 1 through 10, both inclusive, and Lot 15 and Lot 16 nearer than FORTY (40) feet to the front lot line and on Lots 11 through 14, both inclusive, nearer than THIRTY (30) feet to the front lot line. No structure shall be located on any lot nearer than TWENTY (20) feet to an interior lot line or nearer than ONE (1) foot to any easement line; except, however, no structure shall be located on Lots 10 and 16 nearer than TWENTY (20) feet to an interior side lot line or nearer than TEN (10) feet to any easement line.

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

6. No trailer, camper, 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.

7. No dwelling shall be erected upon any lot in said subdivision, the main ground floor area of which (excluding open porches and garages) shall be less than ONE THOUSAND (1,000) square feet and total living area not less than FIFTEEN HUNDRED (1,500) square feet.

8. Easements for installations and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

9. 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 (25) 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.

10. If any party hereto, or its successors or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any set covenant and either or prevent him or them from so doing to recover damages or other dues from such violation.

11. No animals or fowl shall be kept or maintained on any lot except horses, ponies and/or cattle and not to exceed the aggregate of THREE (3) per lot or TWO (2) per acre, whichever is greater; domestic dogs, fowl and sheep shall be permitted in

reasonable numbers, but in no wise be allowed to become a nuisance. No swine or mink shall be permitted on any lot.

12. The clearing of the land by removal of trees shall be limited to such clearing as is necessary for construction of structures, gardens, roadways, walks and to permit a more unobstructive view from the house site.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed this 23 day of June, 1972.

MOUNTAIN VALLEY MEADOWS,
a partnership,

By James R Jones

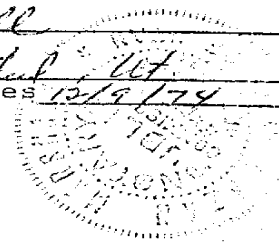
STATE OF UTAH)
) ^{DAVIS} SS.
COUNTY OF WEBER)

On the 22 day of June, 1972, personally appeared before me JAMES R JONES, who being by me duly sworn, did say that he is a general partner of MOUNTAIN VALLEY MEADOWS, a partnership, and that he executed the foregoing instrument in the name of MOUNTAIN VALLEY MEADOWS, a partnership, and he acknowledged that he executed the same as the act of said partnership for the uses and purposes herein mentioned.

Jean Marshall

Subscribed and sworn to before me this 22 day of June, 1972.

Jean Marshall
Notary Public
Residing at Bountiful, Ut.
My Commission Expires 12/19/74



LAW OFFICES OF
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