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RUTH EAMES OLSEN
WEBER
HEPBY *Ruth Eames Olsen*

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FILED AND RECORDED FOR
Home Contract Co.

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STATE OF UTAH }
COUNTY OF WEBER } 35
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TIME OF RECORDING.
RUTH EAMES OLSEN
Weber County Recorder

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Lots 1 through 24 executed by developers Frank D. Maughan, Loel W. Dean and Bachman Development Corp.

PROTECTIVE COVENANTS covering Oak View Estates Subdivision recorded in book of plats at pages and of the official records of the Weber County Recorder in Weber County, Utah. Records are as follows:

- A. No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single family dwelling and a private garage or carport, and other structures as proved in Paragraph "F" herein below; no dwelling shall exceed one and one-half stories in height, relative to the front lot line unless approval shall be given by the architectural committee as provided in Paragraph "F" herein below.
- B. No building, outhouse, garage, fence, wall retaining wall, or other structure of any kind shall be added, erected, constructed, placed or maintained on said real property, or any part thereof, nor shall there be any changes made to the exterior of improvements on the property by the way of alteration, additions, repairing, remodeling, or adding, unless prior to the commencement of any construction, excavation and floor plans for each floor and basement, color scheme thereof, and two plot plans indicating and fixing the exact location of such structure, or such altered structure on the lot with reference to the street and side lines thereof shall have been first submitted in writing for approval and approved in writing by a committee as provided in Paragraph "F".
- C. In the event the proposed improvement be only for repainting or redecorating the exterior of such structure without remodeling or changing, or making additions thereto, it shall be necessary to file in duplicate, the color schemes of such proposed work and have the same approved in writing prior to the commencement of such work.
- D. The Committee shall endorse the plans and specifications, etc., on all work performed whether for decoration or alteration and shall return one set of approved plans and specifications to the owner, and retain one set in a file for a permanent record.
- E. When the construction of any building on any lot is once begun, work thereon must be prosecuted diligently and it must be completed within a reasonable time. No building shall be occupied during construction or until made to comply with all requirements of this Declaration.
- F. The Architectural Control Committee shall consist of three members to be elected by the developers. Any communication to the committee shall be addressed to the Architectural Control Committee of Oak View Estates, First Security Bank Bldg., Suite 200, Ogden, Utah 84401, unless the address is changed by written notice to the lot owners from the developer or the committee. Upon failure of the developers to fill vacancies in the committee the remaining members of the committee may do so by a majority vote of their number. The developers may, at their sole discretion, remove members for the committee and fill vacancies. Said rights of appointment and removal shall, however, be subject to the right of the then record owners of a majority of the lots, through a duly recorded written instrument to change any membership of the committee or to withdraw from the committee or restore to it its powers and duties, except that the committee shall always have one member selected by the developers if the developers so desire. A majority of the committee may designate a representative to act for it. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed under this declaration. The committee's approval or disapproval required in this Declaration of Covenants and Conditions shall be in writing. In the event that the committee, or its designated representative fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, on in any event or if no suit to enjoin the construction has been commenced before the completion, approval shall not be required and the related covenants shall be deemed to have been fully complied with. (It is the intent of these restrictions to define the name "Committee" wherever it appears in the Deed Restrictions to mean the "Architectural Control Committee" referred to in this paragraph.) As of the date of this Declaration, the Architectural Control Committee, shall be composed of Russell Maughan, 1662 Ridgecrest, Ogden, Utah; Milton S. Bachman, 531 North Mountain Road, Ogden, Utah; William K. England, 1532 Roxbury Road, Salt Lake City.
- G. No building shall be located on any residential building plot nearer than 30 feet from the front lot line, nor nearer than 20 feet to any side street line. No building except a detached garage or other permitted outbuilding located 50 feet or more from the front lot line shall be located nearer than 8 feet to any side lot line.

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PROTECTIVE COVENANTS covering Oak View Estates Subdivision continued

H. No residential structure shall be erected or placed on any building lot, which lot has an area of less than 10,000 square feet or a width of less than 75 feet at the front building setback line.

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

J. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract 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. No house trailer shall be stored upon or permitted to remain upon any residential lot. Nor shall any house be moved upon any lot or any part of a lot unless permission be given by committee as provided in paragraph "F" herein above.

K. No dwelling, outhouse, or garage on any lot shall be painted any color other than the original color of the residence located thereon, unless and until written approval shall have been secured from the committee.

L. No animals, bird or fowl, including, but not limited to horses, hogs, cattle, cows, goats, sheep, rabbits, hares, dogs, cats, pigeons, pheasants, game birds, game fowl or poultry. (except as in Paragraph "M" hereof permitted) shall be kept or maintained on any part of said property.

M. Dogs and Cats may be kept upon any lot in reasonable number of such pets for the pleasure and use of the occupants of said lot, but not for any commercial use or purpose. The committee shall have the right to determine what is a reasonable number of such animals. Rabbits and poultry may not be kept upon any lot for any purpose, unless and until authorized in writing by the committee and in granting any such authorization the committee shall have the right to limit the number and prescribe the conditions under which such rabbits and poultry may be kept. In no event shall any roosters, or other noisy fowl, be kept for any purpose on any lot.

N. No dwelling shall be permitted on any lot in the tract which dwelling has a ground floor area of the main structure, exclusive of open porches and garages, of less than 1,400 square feet. No trees, shrubs or planting of any type, other than that existing at the time of instrument is filed, shall be permitted to grow to a height greater than 18 feet. No fence shall be located on any lot closer to the front lot line than the front building setback line.

O. Easements affecting all lots are reserved as shown on the recorded plat for utility installation and maintenance. In any event, an easement is reserved over the rear 5 feet of each lot and over such sideyard lines 5 feet in width as shall be required for utility installation and maintenance, as shown on the recorded plat.

P. No signs, billboards, or advertising structures may be erected or displayed on any lot except those reading Oak View Estates #1, however, a single sign, not more than 3 x 5 feet in size, advertising a specific lot or house for sale, rent or lease, may be displayed on the premises affected. Nor shall any trash, ashes or any other refuse be thrown or dumped on any lot or any part thereof.

Q. No lot shall be graded and no structure or other obstacle shall be erected, placed or permitted to remain to and from adjoining land, or in the event it becomes necessary to change the established drainage over a lot, adequate provision shall be made for proper drainage. Any fence or wall erected along the side of rear property line of any lot shall contain "weep holes" or be otherwise constructed so as not to prevent the flow of surface water from adjoining land where such flow is in accord with the established drainage. The slope control areas of each lot and all improvements in them shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

R. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

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PROTECTIVE COVENANTS covering Oak View Estates Subdivision continued

S. After the date of filling of these covenants and conditions no tree shall be permitted to grow to such a size that is substantially impairs the view from another lot. The Architectural Control Committee is authorized to determine whether any tree so impairs the view from another lot and to order the cutting back or if necessary the removal of any such tree. Such a determination and order by the Committee shall be conclusive upon the lot owners. The expense of cutting back or removal shall be borne by the owner of the lot on which the tree is located. Said premises shall be used for private residence purposes only, except as hereinafter set for and no structure of any kind shall be moved from any other prior residence upon said premises, nor shall any incomplete building be permitted to remain incomplete for a period in excess of one year from the date the building was started unless approved by the Architectural Control Committee. All construction to be of new materials, except that used brick may be used with prior written approval of the Architectural Control Committee.

T. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be not kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No excavation shall be made on any lot except in connection with the erection, alteration or repair of a dwelling or other improvements thereon. When excavation or the erection, alteration, or repair of a structure of other improvement has once begun, the work must be prosecuted diligently and completed within a reasonable time.

U. These restrictions are to run with the land permanently except that they may be changed, cancelled or added to in whole or in part by a duly recorded instrument signed by the then owners of record of a majority of the lots.

V. If the parties hereto, or any of them or their heirs 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 such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation.

W. 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 undersigned Subdivider has caused these presents to be executed this 8th day of September 1980.

By: Loel Dean
BOCHMAN DEVELOPMENT CORP.
William S. Bachman
Franklin D. Maughan
Russell C. Maughan
Franklin D. Maughan
INDIVIDUAL ACKNOWLEDGEMENT Franklin D. Maughan

STATE OF UTAH)
: ss
COUNTY OF WEBER)

On the 8th day of September, 1980, the following personally appeared before me Franklin D. Maughan; Loel Dean; Russell C. Maughan and Gine I. Maughan, husband and wife.

Frank D. Maughan
Loel Dean
William S. Bachman, the signer of
Bochman Development Corp.

the foregoing instrument, who duly acknowledged to me that they executed the same.



Angela S. Baker
Notary Public
Residing at Ogden, Utah

My commission expires August 5, 1981

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State of Utah }
County of Weber } ss. On the 8th day of September A. D. 1980 personally
appeared before me Milton S. Bachman xxnd who
being by me duly sworn, did say that he is the President of the ~~xxxxxxx~~
Bachman Development Corp. a corporation and
that said instrument was signed in behalf of said corporation by authority of a resolution of its
board of Directors and the said Milton S. Bachman
acknowledged to me that said corporation executed the same.

Milton S. Bachman
(Notary Public)
Residing at Ogden, Utah

My Commission Expires Aug. 5, 1981
(Notary Seal)

