MUK1479 PASE1498

PLATTED SERIFIED SERI

10 50

DOUG CROFTS
WEBER COUNTY RECORDER
DEPUTY

953048

Nov 14 3 17 PH '85

FILED AND RECORDED FOR Llean J. Muray

A RESTRICTED COVENANTS

ON SHILOH ESTATESASUBDIVISION, WEBER COUNTY, STATE OF UTAH

DEAN J. MURRAY and DEBRA D. MURRAY, husband and wife, the part owners/developers of all of the land hereinafter described, hereby establish these covenants to apply to and control the use of that land by this corporation and by each and all successors in interest in ownership of that land or any portion thereof. These covenants are for the use and benefit of each and all of the owners of said land and any part thereof and may be enforced by any such owner by suit or other appropriate action.

 The land to which these covenants apply is located in Weber County, Utah, and is more particularly described as follows:

All of Lots 1 to 8 inclusive of Shiloh Estates Subdivision, a subdivision of a part of the South Weber Quarter of Section 26, Township 6 North, Range 2 West, Salt Lake Base and Meridian, in Wilson, Weber County, Utah.

- 2. No fire hazard shall be allowed, and the property shall be maintained in condition which shall not be a health hazard and shall not be an eye sore. No such items as wrecked or unuseable automobiles or parts thereof shall be allowed, and no unsightly partially constructed buildings or building materials and the like shall be maintained.
- 3. Property owners, except the subdividers, have the duty to pay one-half the cost to fence the sides and rear of his lot once residence is established. This duty is applicable to types of fences which are reasonably appropriate for this area in either block or brick (preferably); however, chain link with states is acceptable. Color codes applying to fences are to be in earth tones only.
- 4. This property is designated for rural living with small farming and recreational activities, and any other use must be approved by said developers before construction.
- 5. Sixty percent (60%) of the recorded owners of the land covered these covenants have the right by signed written agreement to change or cancel any or all of sald covenants and restrictions.

- 6. No apartments will be allowed.
- 7. No used building of any kind shall be moved onto the property.
- 8. No mobile home including "double wide" units shall be located on the property. No pre-built or pre-fabricated conventional houses are allowed.
- 9. No house shall be constructed with less than 2,000 square feet of livable space; with at least 1,300 square feet on the main floor, both exclusive of patios, porches, garages and carports. All homes will have a double garage.
- 10. Each land owner is responsible for that portion of the ditch which his land borders, to maintain and see that all excess water is dissipated on his ground and not his neighbor's.
- 11. The dirt gutters on the sides of the block top on 2500 West Street and 2325 South Street are necessary for proper surface drainage for the subdivision. Each lot owner will keep those gutters unobstructed (other than grass) adjacent to his lot. In the event any culverts are installed for access to those lots on the streets involved, the culverts will be at least ten inches (10") in diameter, properly installed for free-flow of the water through the same.
- 12. Each lot owner agrees to keep weed-free the portions of the public streets abutting his or her lot, preferably by grass.
- 13. All homes will use earth tone colors on exteriors. No loud contrasts will be allowed. At least 50 percent (50%) of homes will be made of brick or material suitable to brick. Concrete walls higher than three feet (31) will be textured. Bi-levels are not allowed in the subdivision.
- 14. Sewage disposed from each lot shall be by individual, properly installed, adequate septic tanks approved by the Weber County Health Department, installed and maintained by each lot owner.

In the event legal action is required to enforce these covenants, the party in violation agrees to pay all costs including attorney's fees for such enforcement.

DATED this /8 day of January, 1985.

TARY PUBLIC Residing at Ogden, Utah

DEBRA D. MURRAY

DEBRA D. MURRAY

State of Utah

County of Weber :

On the 18 day of January, 1985, personally appeared before me Dean J. Murray and Debra D. Murray, husband and wife, the signers of the above instrument, who duly acknowledged to me that they executed

Commission Expires:

anuary 15, 1988

BILUX 1479 PAGE 1500