

RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS; That we, James LeRoy Tullis and Florence B. Tullis, his wife, of Roy, in the County of Weber, 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 Tullis Addition to Roy, Utah, as platted and described as follows:

Lots 1 to 6 inclusive in Block 1; Lots 1 to ~~12~~ inclusive in Block 2; being a total of 18 Lots in said Tullis Addition to Roy City, Weber County, State of 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 ten years from date, at which time said covenants shall be automatically extended for successive periods of five 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 other 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 violations,

In the event 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.

2. All lots in this 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 dwellings; and one detached double family dwellings; such dwellings not to exceed two and one-half stories in height, a private garage for no more than two cars and other out buildings approved in advance in writing by the committee.

No building shall be erected, placed or altered upon any lot in said sub-division until the building plans and specifications and the plot 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 structures in the sub-division and as to location of the structure with respect to topography and finished ground elevation. The committee authorized to examine the same shall consist of Elmer H. Brown, James LeRoy Tullis, and Darrell L. Tullis, all of Roy, 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 not suit to enjoin the erection of any proposed structure or the making of any such alteration has been commenced prior to the completion thereof, the same shall be considered approved and this covenant 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. The powers and duties of said committee and the members thereof shall cease on and after then years from date. 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 sub-division and duly recorded extending or continuing the duration of said committee and its powers.

1 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 25 feet to the front lot line or nearer than 20 feet to any side street line. No building shall be located nearer than 10 feet to an interior lot line except a detached garage or other out buileings 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 lot has an area of less than ⁸⁰⁰⁰~~5000~~ square feet or a width of less than 65 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 sub-division, 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 sub-division 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 820 square feet, in the case of a one story structure, nor less than 700 square feet in the case of a one and one-half story structure, nor 1400 square feet in the case of a double family dwelling.

8. The grade 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.

IN WITNESS WHEREOF the parties hereto have set their hands and affixed their signatures at Roy, Utah, this 14th of February, 1957.

James LeRoy Tullis
Florence B. Tullis

STATE OF UTAH)
) SS.
COUNTY OF WEBER)

On the 14th day of February, 1957, personally appeared before me James LeRoy Tullis and Florence B. Tullis, husband and wife, the signers of the foregoing instrument who duly acknowledged to me that they executed the same.

Lorna Reucher
Notary Public
Residing at Ogden, Utah



My commission expires: Dec 22 1960

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STATE OF UTAH)
COUNTY OF WEBER)
James LeRoy Tullis
Jun 18 3 20 PM '57
BOOK 550 OF RECORDS
PAGE 354
RECORDED BY J. CAMPBELL
COUNTY RECORDER

Placed Indexed
Revised Abstracted
Compared Page

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