

Home Abstract Co.

PROTECTIVE COVENANTS, TERRY ESTATES SUBDIVISION
Roy City, Weber County, Utah

These Protective Covenants made and entered into this 15th day of December, 1965 by owners of all the within described property, Jack G. Talbot and Betty Jane Talbot, Husband and Wife, Robert E. Middleton and Annabell Middleton, Husband and wife, Gordon F. Gessell and Joan S. Gessell, Husband and wife, Harvey's Builders Inc., Robert S. Terry and Elba Terry, Husband and wife, ~~James O. Gessell, Husband and wife, The Home Abstract Company, Inc., Trustee.~~

That, Whereas, it is the desire of the owners to place restrictive and protective covenants upon said land and parcel of ground for the benefit and protection of the owners or future owners thereof.

Now, therefore, it is stated that the premises to which these restrictive and protective covenants attach is that tract described as follows:

All of Terry Estates Subdivision, Roy City, Weber County, Utah. Except 81 to 87 inc.

1. All lots in the tract shall be known and described as residential lots and no structure shall be erected, altered, placed or permitted to remain on any residential building plot, other than one detached single family dwelling, not to exceed two stories in height, and a private garage or carport for not more than three cars, and other out-buildings incidental to residential use of plat.

2. BUILDING LOCATION.

(a) No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. 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, except that on all lots abutting 2675 West Street, no building shall be located nearer than 30 and 25 feet respectively to the street property lines of said property.

(b) No building shall be located nearer than 8 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 30 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 20 feet to the rear lot line.

(c) For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.

3. ARCHITECTURAL CONTROL.

(a) No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan 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 finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set back lines unless similarly approved.

MEMBERSHIP.

(b) The Architectural Control Committee is composed of Harvey F. Hill, Marian M. Hill and Karen G. Hill. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the 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.

PROCEDURE:

(c) The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 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 prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

4. DWELLING COSTS, QUALITY AND SIZE.

No dwelling shall be permitted on any lot at a cost of less than \$12,900.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The floor area of the main structure, exclusive of carports, open porches and garages, shall be not less than 840 square feet for a one-story dwelling, nor less than 1200 square feet for a dwelling of more than one story.

5. LOT AREA AND WIDTH.

No dwelling shall be erected or placed on any lot having a width of less than 65 feet at the minimum building set-back nor shall any dwelling be erected or placed on any lot having an area of less than 8000 square feet.

1640-401 THRU 480 RT

6. EASEMENTS.

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

7. NUISANCES.

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

8. TEMPORARY STRUCTURES.

No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

9. SIGNS.

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 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.

10. LIVESTOCK AND POULTRY.

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

11. GARBAGE AND REFUSE DISPOSAL.

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept 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.

12. SIGHT DISTANCE AT INTERSECTIONS.

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 tree shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

13. TERM.

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 thirty years from the date of these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 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.

14. ENFORCEMENT.

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

15. SEVERABILITY.

Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Jack G. Talbot
Jack G. Talbot

Gordon F. Gessell
Gordon F. Gessell

Betty Jane Talbot
Betty Jane Talbot

Joan S. Gessell
Joan S. Gessell

Robert E. Middleton
Robert E. Middleton

HARVEY'S BUILDERS INC.

Emabell Middleton
Emabell Middleton

By Harvey F. Hill
Harvey F. Hill President

THE HOME ABSTRACT COMPANY, INC. Trustee

By Franklin D. Maughan
Franklin D. Maughan, President

Robert E. Terry
Robert E. Terry

Elba Terry
Elba Terry

Ronald Sessions
Ronald Sessions

Nettie Sessions
Nettie Sessions

PRUDENTIAL FEDERAL SAVINGS AND LOAN ASSN.

By [Signature]
Loan Officer

PRUDENTIAL INSURANCE COMPANY OF AMERICA

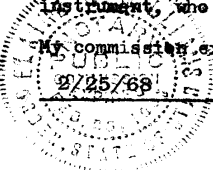
By [Signature]
Assistant Vice President

COMMERCIAL SECURITY BANK

By [Signature]
Assistant Vice President

County of Weber) ss
State of Utah)

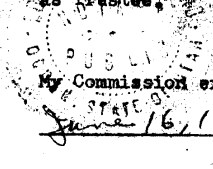
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On the 17th day of January, 1965, personally appeared before me Jack G. Talbot and Betty Jane Talbot, Husband and wife, Robert E. Middleton and Annabell Middleton, Husband and wife, Gordon F. Gessell and Jean S. Gessell, Husband and wife, Robert S. Terry and Elba Terry, Husband and Wife, ~~James H. Terry and Elba Terry, Husband and wife,~~ and Ronald Sessions and Nettie Sessions, Husband and wife, the signers of the within instrument, who duly acknowledged to me that they executed the same.



[Signature]
Notary Public
Residing at Ogden, Utah

County of Weber)
State of Utah) ss

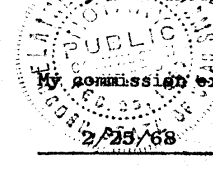
On this 17 day of January, 1965, personally appeared before me Franklin D. Maughan, who being by me duly sworn, did say that he is the president of The Home Abstract Company, Inc., a corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said Franklin D. Maughan acknowledged to me that said corporation executed the same as Trustee.



[Signature]
Notary Public
Residing at Ogden, Utah

County of Weber)
State of Utah) ss

66
On this 17th day of January, 1965, personally appeared before me Harvey F. Hill, who being by me duly sworn, did say that he is the President of Harvey's Builders Inc., a corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said Harvey F. Hill, acknowledged to me that said corporation executed the same.



[Signature]
Notary Public

467369 FILED AND RECORDED FOR
5.20 Harvey Builders
1965 JAN 17 PM 1:33

Filed Indexed
Recorded Abstracted
Compared Page

RUTH LAMES OLSEN
WEBER COUNTY RECORDER
DEPUTY [Signature]