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E# 1111580 BK1582 P60478
DOUG CROFTS, WEBER COUNTY RECORDER
15-JUN-90 228 PM FEE \$12.50 DEP MH
REC FOR: ASSOCIATED TITLE

HALLTREE SUBDIVISION

RESTRICTIVE COVENANTS OF
HALLTREE SUBDIVISION,
PHASE 2, TO WEBER CO. UTAH
DATED JUNE 14, 1990

To whom it may concern:

WHEREAS, the undersigned party is the present owner of all lots embraced within the Halltree Subdivision Phase 2, to Weber County, State of Utah and

WHEREAS, it is the desire of said owners thereof to place Restrictive Covenants upon said lots and each and all of them for the mutual benefit and protection of the present owner and future owners thereof;

NOW, THEREFORE, for and in consideration of the mutual covenants herein, and other good and valuable consideration, the signer, its successors, or assigns, does hereby declare that the covenants hereinafter specifically set forth are to run with the land, and they shall be binding on all parties and all persons claiming under them until 15 years from date, at which time said covenants shall be automatically extended for successive periods of 10 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 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 Subdivision 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 violation.

In the event any of the covenants herein contained or any part thereof be declared invalid by any Court of competent jurisdiction the remainder thereof shall be in no way affected by such judgment, but shall remain in full force and effect.

1. All lots in said Halltree Subdivision Phase 2, shall be known and described as residential lots. No structures shall be erected, altered, placed, or permitted to remain upon any lot other than a one family dwelling; such dwelling not to exceed two stories in height, a private garage for not more than three cars and not less than a two car garage and other out-buildings shall be approved in advance in writing by the Architectural Control Committee.

2. No building shall be erected, placed or altered upon any lot in said Subdivision until the building plans and specifications and plot plan, showing the locations of such

building or buildings upon such lot, shall have been approved, in writing, as to the conformity and harmony of external design with existing structures in the Subdivision and as to location of the structure in respect to topography and finish ground level by the Architectural Committee. The Architectural Control Committee authorized to examine said plans and specifications shall consist of no less than three individuals. In no event said committee or its designated representatives shall be entitled to any compensation for services performed pursuant to the covenant. The power and duties of said Architectural Control Committee and members thereof shall cease on and after 15 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 recorded owners of a majority of the lots in the addition and duly recorded extending and continuing the duration of said Architectural Control Committee and its powers.

3. No residential structure shall be erected or placed on any building lot in said Subdivision, unless the main ground floor area of which (exclusive of open porches, garages and basement) shall be less than 1200 square feet. A one and one half or two story residential structure exclusive of basement and garage to be not less than 1500 square feet.

4. No noxious or offensive-trade or activity or not nuisance shall be carried on any lot, nor shall anything be done which may be or become an annoyance to the neighborhood.

5. No animal or fowl shall be kept or maintained on any lot except for domestic dogs and cats or other domesticated household pets.

6. No basement, tent, house trailers, shacks, garage, barn or other out building erected in the Subdivision shall at any time be used as a residence, temporary 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 Subdivision except by constructing the same on the site of said lot.

7. No trash, garbage or other waste shall be kept or permitted to remain on any lot except in sanitary containers. No materials shall be kept or stored on any lot that will be unsightly or that will be a fire hazard.

Halltree Subdivision

Henry R. Hall
Henry R. Hall

George F. Hall
George F. Hall

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STATE OF UTAH)
COUNTY OF) (SS:
COUNTY OF WEBER)

On the 14th day of June, 1990, personally appeared before me, HENRY R. HALL and GEORGE F. HALL, who acknowledged that they executed the foregoing Restrictive Covenants for and on behalf of Halltree Subdivision and as Henry R. Hall and George F. Hall who are owners of said property.

Allen H. Jones
Notary Public

Residing at: OGDEN, UTAH

Commission Expires: 12/18/92

