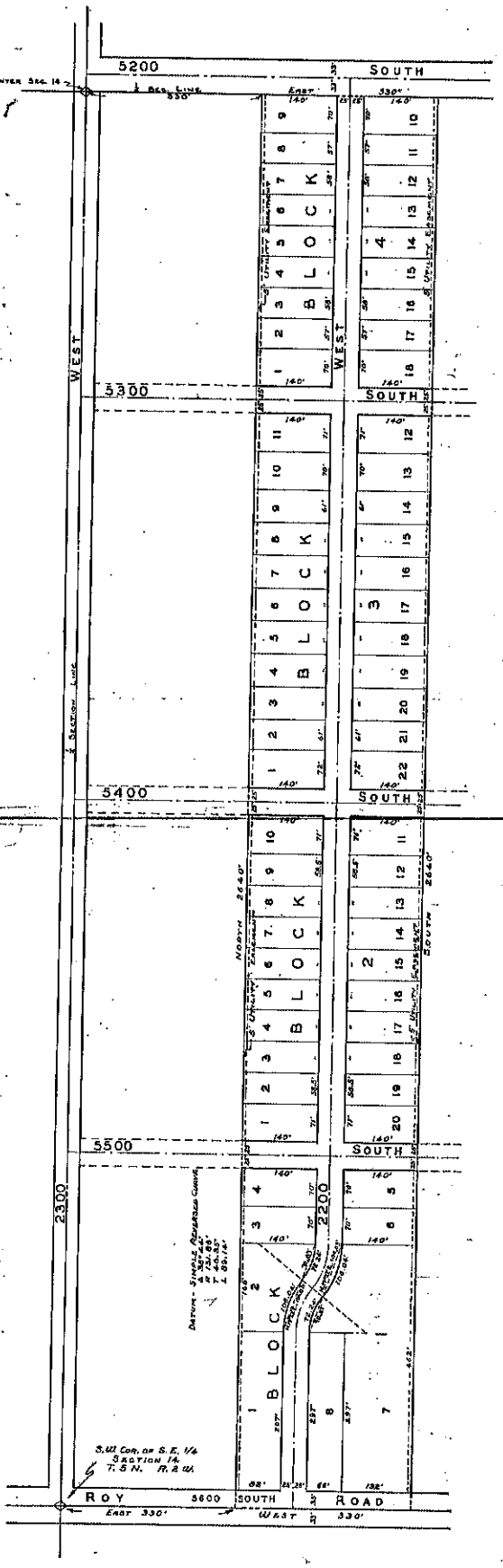
32-25

163715 2520

STATE OF UTAH } SS
COUNTY OF WEBER }
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS RECEIVED AND FILED AT MY OFFICE
Apr 20 4 17 PM '50
IN BOOK 9 OF PLATS
PAGE 78
DOROTHY H. CAMPBELL
COUNTY RECORDER
Dorothy H. Campbell
FEE PAID
INDEXED
ABSTRACTED
COMPARED



ROY PARK ADDITION

TO TOWN OF ROY

WEBER COUNTY, UTAH

PART OF S. E. 1/4 SECTION 14

T. 5 N. R. 2 W.

S. L. B. & M. U. S. SURVEY

SCALE: 1" = 100'

DESCRIPTION:

A part of the Southeast Quarter of Section 14, Township 5 North, Range 2 West, of the Salt Lake Base and Meridian, United States Survey:

Beginning at a point 330 feet East from the Southeast corner of said Southeast Quarter of Section 14; and running thence North 2640 feet to the North line of said Southeast Quarter of Section 14, thence West 330 feet, thence South 2640 feet to the South line of Section 14, thence West 330 feet to the point of beginning.

ENGINEER'S CERTIFICATION:

I, William Stowe, a registered professional Surveyor in the State of Utah, do hereby certify that this plat of ROY PARK ADDITION to the Town of Roy, Weber County, Utah, has been correctly drawn to the designated scale and is a true and correct representation of data compiled from records on file at the Weber County, Utah, Recorder's Office and of a survey made on the ground.

Signed this 7th day of April, 1950. State License No. 588

Wm Stowe

DEDICATION:

We, the undersigned, the owners of the above described tract of land, hereby set apart and subdivide the same into lots and streets as shown on the annexed plat of ROY PARK ADDITION to the Town of Roy, Weber County, Utah, and we hereby dedicate, grant, and convey unto the said Town of Roy all of those parts or portions of said land designated on the annexed plat as streets and avenues, the same to be used as public thoroughfares forever.

Owner of all lots not described below — Hattie Gibby

Owner of all of Lot 1, Block 1 — Grant Gibby; Blanche S. Gibby

Owner of all of Lot 3, Block 1 — Ralph Gibby; Lou Oil Butler Gibby

STATE OF UTAH }
COUNTY OF WEBER } ss

On this 10th day of April A. D. 1950, personally appeared before me HATTIE GIBBY, RALPH GIBBY and wife LOU OEIL BUTLER GIBBY, GRANT GIBBY and wife BLANCHE S. GIBBY the signers of the within instrument, who duly acknowledged to me that they executed the same.

Grant W. Fabelmann
Notary Public

Residing at: Ogden Utah

My Commission expires: Oct. 10, 1950

ACCEPTANCE: I hereby certify that the plat of ROY PARK ADDITION to the town of Roy, as shown hereon, was accepted by the Mayor and Town Board of the town of Roy, Weber County, Utah, with title to the streets and responsibility for their maintenance being accepted and acknowledged on the 17th day of April 1950.

Attest:
Elizabeth A. Morris
Recorder

Dee Parker
Mayor

PROTECTIVE COVENANTS: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1970, at which time said covenants shall be automatically extended for successive periods of 10 years unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

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 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 Covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

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

A. All lots in the tract shall be known and described as residential lots. 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 for not more than two cars.

B. No building shall be located on any residential building plot nearer than 25 feet from the front lot line nor nearer than 20 feet to any side street line. No building except a detached garage or other out building located 60 feet or more from the front lot line shall be located nearer than 10 feet to any side lot line.

C. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 8,000 square feet or a width of less than 67 feet at the front building setback line.

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

E. 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.

F. No dwelling shall be permitted on any lot in this tract whose ground floor area of the main structure exclusive of open porches and garages shall be not less than 720 square feet in the case of a one story structure nor less than 550 square feet on the case of a one and one-half or two story structure.

G. An easement is reserved over the rear 5 feet of each lot for utility installation and maintenance.

8-78