

RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS: That we, Anderson Lumber Co, of Ogden, in Weber County, 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 Lee-Mesa, a subdivision of Roy, Utah, as platted and described as follows:

All the Lots in Lee-Mesa, a subdivision of the City of Roy, Weber County, Utah

The covenants hereinafter specifically set forth as to a certain lot and shall be binding on all parties and all persons claiming under them until thirty years from date, at which time said covenants shall automatically be extended for successive periods of ten years unless by vote of a majority of the then owners of said lots it is agreed to amend 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, he or she shall be liable and shall be lawful for any other person or persons owning any real property in said sub-division to prosecute any proceedings in law or equity against the person or persons violating or attempting to violate any of the covenants herein and to enjoin or prohibit any such violation or further prosecution thereof or both for any such violation.

In the event any of the covenants herein contained shall be declared invalid by any court of competent jurisdiction, the validity of the remaining covenants shall in no way be affected by such judgment, but they shall remain in full force and effect.

1. All lots in said tract as hereinbefore described shall be used only for residential lots. No structures shall be erected, siting, placed or permitted to remain upon any lot other than one detached single family dwelling; and such dwelling shall not exceed one and one-half stories in height, nor shall the same be used for more than two cars and other out buildings approved in writing by the committee.

2. No building shall be erected, placed or allowed upon any lot in said subdivision until the building plans are specifically approved by the committee.

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 subdivision 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 W. W. Anderson, George A. Ward, and Lee K. Hanson, all of Ogden, 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 or reconstitute 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 structures or the starting of any such alterations has been commenced prior to the expiration of said term, the same shall be considered approved. This covenant shall run with the land and the members of this committee or its designated representative shall not be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of said committee shall terminate upon the expiration of one year or after ten years from date. Hereafter the powers and duties of said covenant shall not be required, unless prior to expiration of said term, a written instrument shall be executed by the two record owners of the portion of the lots in the subdivision and the record owner of the lot or lots during the duration of said committee's powers.

3. No structure shall be erected on any lot nearer to the front line or side line than the minimum building setback line. In any event, no building shall be located on any lot nearer than 30 feet to the front lot line or nearer than 20 feet to the side street line. In addition, no building shall be located nearer than 8 feet to an interior lot line except a detached garage or other out buildings located 45 feet or more from the side or rear setback line. No building shall be located nearer than two feet to a principal setback line nearer than 15 feet to a side setback, and no small building shall be located on any interior lot nearer than 25 feet to the rear lot line.

4. No residential structures shall be erected on front lots.

building lot which lot has an area of less than 8000 square feet of less than 70 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 becomes an annoyance in the neighborhood.

6. No trailer, basement, tent, shack, garage, barn or other out-building, erected in the subdivision, shall, in whole or in part, be used as a residence temporarily or permanently nor shall any structure of such character be used as a residence, nor shall any structure be erected on any lot in said subdivision except by constructing the same on the entire said lot.

7. No dwelling shall be erected upon any lot in said subdivision, the main ground floor area of which, (exclusive of porches, patios, sun porches), shall be less than 850 square feet, and no detached structure, nor less than 70 square feet in the case of a one-story structure.

8. The finished basement shall be at least 4 feet above the natural ground level.

9. No structure erected in said subdivision shall be taller than 35 feet above the natural ground level.

10. No fence shall be erected on any lot in said subdivision.

Dated at Ogden, Utah this 23rd day of July, 1959

ANDERSON LUMBER COMPANY

By George A. Ward President

By Darrell Crawford Secretary-Treasurer

STATE OF UTAH )
COUNTY OF WEBER ) ss

On this 23rd day of July A. D., 1959, personally appeared before me GEORGE A. WARD and DARRELL CRAWFORD, who being by me duly sworn did say that he the said GEORGE A. WARD is the President and he the said DARRELL CRAWFORD is the Secretary-Treasurer of ANDERSON LUMBER COMPANY, a Utah Corporation, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and said GEORGE A. WARD and DARRELL CRAWFORD duly acknowledged to me that said corporation is the same.



By George L. Taylor Notary Public

Residing in:

