

## PROTECTIVE COVENANTS

Whereas the undersigned, Ben Lomond Inc., Ogden Door Co., Harvey F. Hill, and wife, Marian M. Hill, La Vern A. Piepkorn and wife, Fay J. Piepkorn, William J. Thayne and wife, Irene E. Thayne, Nettie Sessions and Dorothy Tice, are the present owners of all of the lots, pieces and parcels of land embraced within the area hereinafter specifically described, and

Whereas, the said area comprises an exclusive residential subdivision of Roy City, Weber County, State of Utah, and

Whereas, it is the desire of the owners thereof to place restrictive covenants upon said lots for the mutual benefit and protection of future owners thereof,

Now, therefore, the following restrictive covenants are placed upon said lots for the mutual benefit and protection of future owners thereof, and that the premises to which these restrictive covenants shall attach are specifically described as follows, to-wit:

All of Lots 1 to 59 inclusive, El Centro Estates Subdivision, Roy City, Weber County, Utah.

A. All lots in said subdivision shall be known and described as residential lots. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage not for more than two cars.

B. Architectural control. 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 setback line unless similarly approved. Approval shall be as provided in Part J.

C. No building shall be located on any of said lots nearer than 30 feet to the front lot line, nor nearer than 20 ft. to any side street line; no building, except a detached garage or other outbuilding located 65 feet or more from the front lot line, shall be located nearer than 8 feet to any side lot line.

D. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 8000 square feet or a width of less than 65 feet to the front building setback line.

E. 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.

F. 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.

G. No dwelling costing less than \$15,000.00 shall be permitted on any lot in said subdivision. The ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than 900 square feet; not less than 700 square feet in the case of 1½ story structure.

H. Easements affecting all lots are reserved as shown on the recorded plat, for utility installation, maintenance and drainage.

I. Membership. The architectural control committee is composed of Harvey F. Hill, 2095 W 4750 S Roy, Utah; LaVern A. Piepkorn, 4574 S 235 W, Roy, Utah; and Harold M. Thompson, 2380 S 1900 W Ogden, Utah. 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.

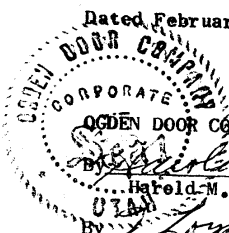
J. Procedure. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to 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.

K. 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 twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten 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.

L. If the party hereto, or its successors or assigns, shall violate or attempt to violate any of the Covenants herein, it shall be lawful for any other person or persons owning any 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 Covenants 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 any of the other provisions which shall remain in full force and effect.

Dated February 11, 1960

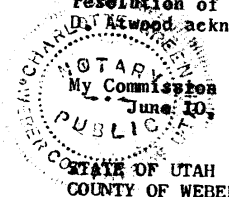
  
By Harold M. Thompson  
Harold M. Thompson, President  
By J. Loyd Knight  
J. Loyd Knight, Secretary  
By La Vern A. Piepkorn  
La Vern A. Piepkorn  
By Fay J. Piepkorn  
Fay J. Piepkorn  
By William J. Thayne  
William J. Thayne

BEN LOMOND INC.

By Norman Thompson  
Norman Thompson, President  
By Millen D. Atwood  
Millen D. Atwood, Secretary  
By Harvey F. Hill  
Harvey F. Hill  
By Marian M. Hill  
Marian M. Hill  
By Nettie Sessions  
Nettie Sessions  
By Dorothy Tice  
Dorothy Tice  
By Irene E. Thayne  
Irene E. Thayne

STATE OF UTAH )  
COUNTY OF WEBER ) SS

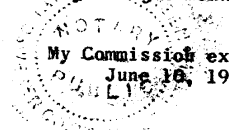
On the 11th day of February, 1960 personally appeared before me, Norman Thompson and Millen D. Atwood, who being by me duly sworn, did say that they are the President and Secretary respectively of the Ben Lomond Inc., and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and the said Norman Thompson and Millen D. Atwood acknowledged to me that said corporation executed the same.

  
My Commission expires  
June 10, 1962

Charlotte Green  
Notary Public  
Residing at Ogden, Utah

STATE OF UTAH )  
COUNTY OF WEBER ) SS

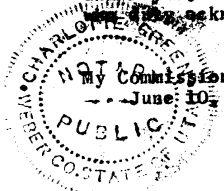
On the 11th day of February, 1960, personally appeared before me, Harold M. Thompson and J. Loyd Knight, who being by me duly sworn, did say that they are the President and Secretary respectively of the Ogden Door Co., and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and the said Harold M. Thompson and J. Loyd Knight acknowledged to me that said corporation executed the same.

  
My Commission expires  
June 10, 1962

Charlotte Green  
Notary Public  
Residing at Ogden, Utah

STATE OF UTAH )  
COUNTY OF WEBER ) SS

On the 11th day of February, 1960, personally appeared before me, Harvey F. Hill, Marian M. Hill, husband and wife, and LaVern A. Piepkorn, and Fay J. Piepkorn, husband and wife, signers of the within instrument, who duly acknowledged to me that they executed the same.



Charlotte Green  
Notary Public  
Resides at Ogden, Utah

STATE OF UTAH )  
COUNTY OF WEBER ) SS

On the 11th day of February, 1960, personally appeared before me, Nettie Sessions and Dorothy Tice, signers of the within instrument, who duly acknowledged to me that they executed the same.



Charlotte Green  
Notary Public  
Residing at Ogden, Utah

STATE OF UTAH )  
COUNTY OF WEBER ) SS

On the 11th day of February, 1960, personally appeared before me, William J. Thayne and Irene E. Thayne, husband and wife, signers of the within instrument, who duly acknowledged to me that they executed the same.



Charlotte Green  
Notary Public  
Residing at Ogden, Utah

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STATE OF UTAH )  
COUNTY OF WEBER )  
Ben Leonard Inc.  
FEB 23 2 35 PM '60

IN BOOK 638 OF RECORD  
PAGE 589-591  
RUTH E. OLSEN  
COUNTY RECORDER

Colitt D. W. Hale