

Security Title

BOOK 675 PAGE 34

RESTRICTIVE COVENANTS

WHEREAS, the undersigned are the present owners of all of the lots, pieces and parcels of land embraced within the area hereinafter specifically described; and

WHEREAS, said area comprises an exclusive residential subdivision of Pleasant View, 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:

All of Lots in MAJESTIC HEIGHTS No. 1 in Pleasant View, Weber County, State of Utah, according to the official plat thereof.

LAND USE AND BUILDING TYPE:

A. All of the lots in said subdivision shall be known and described as residential lots. No structure shall be erected, altered, placed or be permitted to remain on any residential building lot other than one detached single family dwelling, not to exceed two stories in height, and a private garage for not more than three (3) cars and shelters, tool houses and non-commercial green houses.

ARCHITECTURAL CONTROL:

B. 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, finish grade elevation and existing or future structures. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum setback line unless similarly approved. Approval shall be hereinafter provided.

The architectural control committee is composed of V. Jay Wadman, Ogden, Utah R. Grant Garner, Ogden, Utah; June C. Wadman, Ogden, Utah; Navine W. Garner, Ogden, Utah; E. Fay Rippon, Ogden, Utah. A majority of the committee may designate a representative to act for it. In the event of the death or resignation of any member of said 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.

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.

BUILDING LOCATION:

C. No building shall be located on any of said lots nearer than thirty (30) feet to the front lot line, or nearer than twenty (20) feet to any side street line; and no building shall be located nearer than eight (8) feet to any side lot line except a detached garage or other outbuilding which is located more than sixty (60) feet from the front lot line; and no dwelling shall be located nearer than thirty (30) feet from the rear lot line, and no building other than a dwelling shall be located nearer than four (4) feet to the rear lot line.

LOT AREA & WIDTH:

D. No residential structure shall be erected or placed on any building plot which plot has an area of less than Twenty Thousand (20,000) square feet or a width of less than eighty feet (80) at the front building set back line unless an exception is approved by the planning commission of Pleasant View Town.

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NUISANCES:

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

TEMPORARY STRUCTURES:

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 residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

DWELLING COST, QUALITY AND SIZE:

G. No dwelling shall be permitted on any lot at a cost of less than \$18,000.00 based upon cost levels prevailing on the date of these covenants, as 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 ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1200 square feet for a one-story dwelling, nor less than 1000 square feet for a dwelling of more than one story.

EASEMENTS:

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

GENERAL PROVISIONS:

I. These covenants are to run with the land and each and every part thereof and shall be binding on all parties and all persons claiming under them for a period of Twenty five years from the date on which these covenants are recorded. After which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the then owners of the lots constituting said blocks, it is agreed to change said covenants in whole or in part.

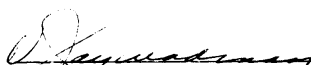
VIOLATION:

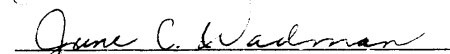
J. If the party hereto, or its successors or assignees shall violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either prevent him or them from so doing or to recover damages or other dues for such violation. In the event suit is required to enforce any provision hereof, the party in violation shall pay all costs and a reasonable attorney's fee of the persons bringing said suit.

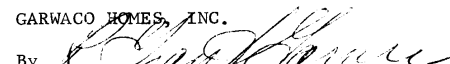
SEVERABILITY:

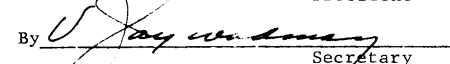
K. Invalidation of any one of these covenants by judgment or Court order shall in no way effect any of the other provisions which shall remain in full force and effect.

WITNESS our hands this 29th day of March, 1961.


V. Jay Wadman


June C. Wadman

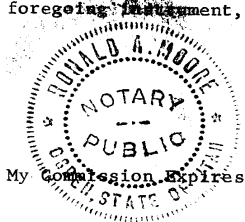
GARWACO HOMES, INC.
By 
President

By 
Secretary

STATE OF UTAH)
) ss.
County of Weber)

BOOK 675 PAGE 36

On the 7th day of April, A.D. 1961 personally appeared before me,
V. JAY WADMAN and JUNE C. WADMAN, husband and wife, the signers of the
foregoing instrument, who duly acknowledged to me that they executed the same.



Donald O. Moore
Notary Public

Residing at: Ogden, Utah

My Commission Expires: Oct. 27, 1962

STATE OF UTAH)
) ss.
County of Weber)

On the 7th day of April, A.D. 1961 personally appeared before me,
R. GRANT GARNER and V. JAY WADMAN, who being by me duly sworn, did say that they
are the President and the Secretary respectively of the GARWACO HOMES, INC., a
corporation and that said instrument was signed in behalf of said corporation by
authority of a resolution of its Board of Directors and the said R. GRANT GARNER
and V. JAY WADMAN acknowledged to me that said corporation executed the same.



Donald O. Moore
Notary Public

Residing at: Ogden, Utah

My Commission Expires: Oct. 27, 1962

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STATE OF UTAH) ss.
COUNTY OF WEBER)
FILED AND RECORDED FOR
Security Title
APR 7 3 20 PM '61

IN BOOK 675 OF RECORDS
PAGE 34-36
RUTH HANES OLSON
COUNTY RECORDER

Margaret R. Little

- Plotted
- Recorded
- Compared
- Indexed
- Abstracted
- Page