

Return to: Silverbell
~~XXXXXXXXXXXX~~ Corporation
670 East 5300 South
South Ogden City, Utah

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STATE OF UTAH)
COUNTY OF WEBER) SS
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BOOK 692 PAGE 440

IN BOOK 692 OF RECORD
PAGE 440-442
RUTH EAMES OLSEN
COUNTY RECORDER

**RESTRICTIVE COVENANTS OF SILVERBELL ESTATES
SUBDIVISION NO. 1 TO WEBER COUNTY, STATE OF UTAH**

WHEREAS, the undersigned party is the present owner of all the lots embraced within Silverbell Estates Subdivision No. 1 to Weber County, State of Utah, and

WHEREAS, it is the desire of said owner 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 30 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 Silverbell Estates Subdivision No. 1 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 exceeding two stories in height, a private garage for not more than three cars and other out-buildings approved in advance in writing by the Architectural Control Committee.

KUNZ & KUNZ
ATTORNEYS AT LAW
SUITE 3
BANK OF UTAH PLAZA
OGDEN, UTAH
EXPORT 4-4873

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 location of such building or buildings upon such lot, shall have been approved, in writing, as to the conformity and harmony of external design with the existing structures in the Subdivision and as to location of the structure in respect to topography and finish ground level by the Architectual Control Committee. The Architectual Control Committee authorized to examine said plans and specifications shall consist of three officers of the Silverbell Corporation, a Utah Corporation. In the event said Committee or its designated representatives fail to approve or disapprove within 30 days after plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with. None of the members of this Committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of said Architectual Control Committee and the members thereof shall cease on and after 20 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 Architectual Control Committee and its powers.

3. No structure shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 20 feet to any side street line. No building shall be located nearer than 8 feet to any interior lot line except a detached garage or other out building located 35 or more feet from the minimum building set back line and which shall not be located nearer than 2 feet to any side lot line nor nearer than 10 feet to any dwelling, and no dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line.

4. No residential structure shall be erected or placed on any building lot in said subdivision, the main ground floor area of which (exclusive of one story open porches and garages) shall be less than 600 square feet.

5. No noxious or offensive trade or activity or no nuisance shall be carried on on any lot, nor shall anything be done which may be or become an annoyance in the neighborhood.

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

7. No trailer, basement, tent, shack, 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.

DATED this 20 day of October, 1961.



SILVERBELL CORPORATION

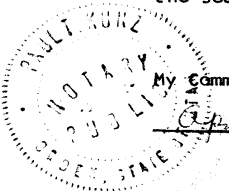
BY: Arthur Christiansen
President

ATTEST:

Monte G. Beesley
Secretary

STATE OF UTAH)
) : SS.
County of Weber)

On the 20th day of October, 1961, personally appeared before me ARTHUR CHRISTIANSEN and MONTE G. BEESLEY, who being by me duly sworn did say, each for himself, that he, the said ARTHUR CHRISTIANSEN is the president, and he, the said MONTE G. BEESLEY is the secretary of SILVERBELL CORPORATION, a Utah corporation, and that the within and foregoing instrument was signed in behalf of said corporation by a authority of a resolution of its board of directors and said Arthur Christiansen and Monte G. Beesley each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.



My Commission Expires:

April 17, 1963

Paul T. Kunz
NOTARY PUBLIC
Residing at Ogden, Utah

KUNZ & KUNZ
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SUITE 3
BANK OF UTAH PLAZA
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