

P.O. Box 1458

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STATE OF UTAH )  
COUNTY OF WEBER ) SS  
FILED AND RECORDED )  
*V. Jay Wadman*  
FEB 25 3 05 PM '63  
IN BOOK 735 OF RECORD  
PAGE 313-315  
RUTH EAMES OLSEN  
COUNTY RECORDER  
*Ruth Eames Olsen*

Platted  Indexed    
Recorded  Abstracted   
Compared  Page

BOOK 735 PAGE 313

**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. 2 <sup>AMENDED PLAT</sup> 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 one and one-half 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 thirty (30) feet to any side street line; and no building shall be located nearer than fifteen (15) 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.

**NUISANCES:**

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.

**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 for the dwelling 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. All driveways shall be paved or hard-surfaced from garage and/or carport to street paving. Any dwelling or structure erected or placed on any lot in this subdivision shall be completed as to external appearance, including finished painting, within one year after the date of commencement of construction. Commencement of construction will be defined as the date of the building permit issued by the Town of Pleasant View. No tree, shrub or planting of any type, other than that existing at the time this instrument was filed, shall be allowed to grow more than 18 feet in height.

**EASEMENTS:**

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

**SWIMMING POOLS:**

I. Swimming pools constructed on any lot must comply with all existing governmental regulations; in addition, the area immediately adjacent on all sides to such pool must be completely enclosed by a fence having a minimum height of 4 feet 0 inches, which fence must be independent of any fence or fences enclosing the lot.

**GENERAL PROVISIONS:**

J. 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:**

K. 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:**

L. 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 25th day of February, 1962.

Alvin L. Crittenden

Jay Wadman  
V. Jay Wadman

Keith F. Crittenden

June C. Wadman  
June C. Wadman

John L. Wadman  
John L. Wadman

Aileen F. Wadman  
Aileen F. Wadman

Doyle D. Perkins  
Doyle D. Perkins

Elaine C. Perkins  
Elaine C. Perkins

MAJESTIC HEIGHTS DEVELOPMENT, INC,

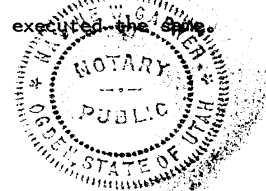
By V. Jay Wadman  
V. Jay Wadman President

By Navine W. Garner  
Navine W. Garner Secretary

STATE OF UTAH )  
                  ) ss.  
County of Weber)

On the 25th day of February, A. D. 1962 personally appeared before me,  
V. JAY WADMAN and JUNE C. WADMAN, husband and wife; JOHN L. WADMAN and AILEEN F.  
WADMAN, husband and wife, CHAS. L. CRITTENDEN and RUTH F. CRITTENDEN, husband and wife;  
DOYLE D. PERKINS and ELAINE C. PERKINS, husband and wife

the signers of the foregoing instrument, who duly acknowledged to me that they  
executed the same.



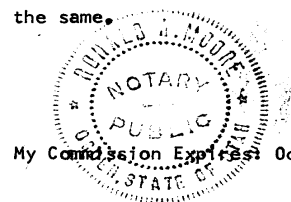
Navine W. Garner  
Notary Public

Residing at: Ogden, Utah

My Commission Expires: October ~~27, 1962~~ <sup>25, 1965</sup>

STATE OF UTAH )  
                  ) ss.  
County of Weber)

On the 25th day of February, A. D. 1962 personally appeared before me,  
V. JAY WADMAN and NAVINE W. GARNER, who being by me duly sworn, did say that they  
are the President and the Secretary respectively of the MAJESTIC HEIGHTS DEVELOP-  
MENT, 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  
V. JAY WADMAN and NAVINE W. GARNER acknowledged to me that said corporation executed  
the same.



Donald C. Moore  
Notary Public

Residing at: Ogden, Utah

My Commission Expires: October ~~27, 1962~~ <sup>28, 1966</sup>