

Return to: Benton Clay  
P.O. Box 175  
Roy, Utah

BOOK 798 PAGE 592

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Plotted  Indexed    
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Compared  Page

PROTECTIVE COVENANTS  
TO  
FOREST GREEN ESTATES SUBDIVISION  
TO  
OGDEN CITY  
WEBER COUNTY  
STATE OF UTAH  
\*\*\*\*\*

FILED AND RECORDED FOR

*Security Title Co*  
1965 FEB 26 AM 9 06

RUTH EAMES OLSEN  
WEBER COUNTY RECORDER  
DEPUTY *William H. Patton*

CONDITIONS AND RESTRICTIONS are hereby imposed upon all lots embraced within FOREST GREEN ESTATES SUBDIVISION of Ogden, Utah, County of Weber and State of Utah; Dated 16th day of Sept. 1964; Recorded in Book 13 of Plats, Page 90 of Records as follows:

Whereas, the undersigned are all severally or jointly the present owners of all of the lots, pieces and parcels of land within the area here-in-after specifically described; and

Whereas, said area comprises an exclusive residential subdivision of Ogden 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 therefor, the following restrictive covenants are placed upon said lots for the mutual benefit and protection of future owners thereof, and the premises to which these restrictive covenants shall attach are specifically described as follows:

"All lots in FOREST GREEN ESTATES SUBDIVISION to Ogden City, Weber County, State of Utah."

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

B. No structure shall be erected, placed or altered on any lot unless it conforms and is in harmony with the external design of existing structures in the subdivision.

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

D. No trailer, basement, tent, shack, garage, barn or other out building erected in the tract shall at any time be used as a residence, temporarily or permanent, nor shall any structure of a temporary character be used as a residence.

E. Except for the construction of garages or other small detached outbuildings allowed under these covenants, no large size cinder or lava blocks shall be allowed for exterior building material, but small cinder or lava blocks shall be allowed provided they are the type which is ordinarily and usually used for such purpose in the construction of houses built in first class residential areas.

F. Dwellings will comply with the following floor areas as to habitable living space exclusive of porches and garages: One story dwelling with or without basement, main floor area one thousand two hundred (1200) square feet; split level dwellings shall have a minimum of fourteen hundred (1400) square feet; of habitable living space of which no floor shall be more than four (4) feet below the outside grade; two story dwellings shall have a minimum of one thousand (1000) square feet of floor space on the main floor level.

G. No residential structure shall be erected or placed on a building plot, which plot has an area of less than ten thousand (10,000) square feet.

H. Easements affecting all lots are reserved as shown on the recorded plat for utility installation and maintenance and for the the distribution of water from Weber Basin Water Conservancy District.

I. Yard Regulations: Side yard, Front yard, and Rear yard regulations will be in conformity with Ogden City Residential District R-1 Regulations.

J. Approval of Plans:

1. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and plot plans have been submitted to and approved in writing as to conformity and harmony of external design and as not interfering with the reasonable enjoyment of any other lot or plot by a committee composed of Benton M. Clay, W. Allen Jackson, Jay R. Anderson, all of Ogden City, Weber County, State of Utah. A majority of the committee may designate a representative to act for it. 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.

2. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor, and neither the members of a committee, or its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

3. 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 to return and restore to it any of its powers and duties.

4. Failure by said Committee or its designated representative to approve or disapprove such plans and specifications within 30 days after receipt of a proper presentation, approval of such plans and specifications will be deemed to have been made, provided such proposed construction complies with all other provisions of the declaration.

K. 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 30 years from the date these covenants are so recorded, at which time said covenants shall be automatically extended for successive periods of 10 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. Enforcement: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or recover damages.

M. Severability: Invalidation of any one of these covenants by judgment of court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

We the undersigned hereby certify that we are the developers of this above mentioned subdivision and that we executed the foregoing document.

Benton M. Clay  
Benton M. Clay

Isabella M. Clay  
Isabella M. Clay

W. Allen Jackson  
W. Allen Jackson

Arda Jackson  
Arda Jackson

Richard M. Heaton  
Richard M. Heaton

Marva Heaton  
Marva Heaton

E. Darwin Belnap  
E. Darwin Belnap

Delora A. Belnap  
Delora A. Belnap

Norman L. Skanchy  
Norman L. Skanchy

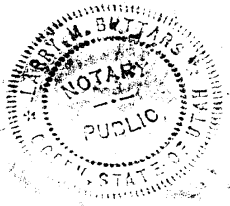
Elma A. Skanchy  
Elma A. Skanchy

Donald E. Halfacre  
Donald E. Halfacre

Kathryn D. Halfacre  
Kathryn D. Halfacre

STATE OF UTAH )  
COUNTY OF WEBER ) SS.

On the 24 day of Feb., 1965, personally appeared before me BENTON M. CLAY and ISABELLA M. CLAY, his wife; W. ALLEN JACKSON and ARDA JACKSON, his wife; RICHARD M. HEATON and MARVA HEATON, his wife; E. DARWIN BELNAP and DELORA A. BELNAP, his wife; NORMAN L. SKANCHY and ELMA A. SKANCHY, his wife; and DONALD E. HALFACRE and KATHRYN D. HALFACRE, his wife, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.



Larry M. Battus  
NOTARY PUBLIC

Residing at: Ogden, Utah

Commission expires: Nov. 2, 1965