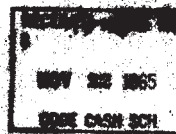


827 64



**RESTRICTIVE COVENANTS WITH CERTAIN AREAS IN
ROY CITY, WEBER COUNTY, STATE OF UTAH**

These Restrictive Covenants, made and entered into this 17th day of January, 1965, by owners of all the within described property: **BERNARD W. HOLLEY and ALICIA B. HOLLEY**, husband and wife; and **OLIVER and ALVET**, a co-partnership composed of **C. MAX OLIVER and RAY L. ALVET**, all of Weber County, State of Utah.

WHEREAS, said area comprises an exclusive residential area in the City of Roy on which animals and fowl for family food production, private stables and horses for personal use and chain-chillas are permitted; and,

WHEREAS, it is the desire of the owners to place restrictive and protective covenants upon said land and parcel of ground for the benefit and protection of the owners or future owners thereof;

NOW, THEREFORE, it is stated that the premises to which these restrictive and protective covenants attach is that tract described as follows:

All of Pony Acres, Roy City, Weber County, State of Utah

1. No lot shall be used except for residential purposes. No building shall be, but the following must be erected, altered, placed, or permitted to remain on any 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 two cars. If horses are kept on the premises, there must be erected a suitable barn.

No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 25 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 an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 45 feet or more from the minimum building setback line. No dwelling shall

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be located on any interior lot nearer than five (5) feet to the rear lot line.

For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.

2. No dwelling shall be erected or placed on any lot having a width of less than 100 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 20,000 square feet.

3. 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.

4. No trailer, basement, tent, shack, garage, barn, move on house, 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.

5. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

6. No lot shall be used or maintained as a dumping ground for rubbish or old auto bodies. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

7. No dwelling shall be permitted on any lot at a cost of less than \$15,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose 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

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size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1000 square feet for a one-story dwelling, nor less than 1000 square feet for a dwelling of more than one story, nor less than 1500 square feet for a dwelling known as a split level.

8. No livestock, poultry, or animals, except animals and fowl for family food production, private stables and horses for personal use and chinchillas which belong to the owner of lots shall be kept on these properties.

9. These covenants are to run with the land and shall be binding on the present owners and all parties and all persons claiming under them until July 30, 1993, 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 the lots it is agreed to change said covenants in whole or in part.

10. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. No vehicular access over the area shall be permitted except for the purpose of installation and maintenance of screening, utilities and drainage facilities.

11. A committee authorized to require and approve the conformity of all construction on said lots in Pony Acres, Roy City, Weber County, Utah, in accordance with these covenants shall consist of C. MAX OLIVER, RAY L. ALVEY AND WAYNE VENABLE, all of Weber County, Utah. The committee shall serve without compensation

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for their services in determining any question of said conformity. This committee may, in writing, by a vote of a majority of its members designate a representative to act in its place and stead. In the event of death or resignation of any member or members shall have full power to perform the act or acts herein authorized to said committee. 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.

12. If the parties hereto, or any of them, or their heirs 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 equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

13. Invalidation of any of these covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

14. All pens, corrals and barns shall be kept in reasonably clean condition to avoid breeding of flies, noxious or offensive odors.

DATED this 17th day of January, 1966.

OLIVER AND ALVEY

DeLoss W. Holley By C. Max Oliver
DELOSS W. HOLLEY C. MAX OLIVER

Almira B. Holley By Ray L. Alvey
ALMIRA B. HOLLEY RAY L. ALVEY

STATE OF UTAH)
)SS
County of Weber)

On this 17th day of January, 1966, personally appeared before me
DELOSS W. HOLLEY and ALMIRA B. HOLLEY, husband and wife; the signers of the within
instrument who duly acknowledged to me that they executed the same.

Thomas B. Davis
NOTARY PUBLIC
Residing at: Logan, Utah

COMMISSION EXPIRES:

MY COMMISSION EXPIRES FEB. 15, 1967

827 MAY 68

STATE OF UTAH)
County of Weber)

On this 17th day of JANUARY, 1968, personally appeared before me
C. MAX OLIVER and RAY L. ALVEY, who being by me duly sworn did say, each for himself,
that they are partners of OLIVER AND ALVEY, a co-partnership, and that the within and
foregoing instrument was signed in behalf of said co-partnership, and said C. MAX OLIVER
and RAY L. ALVEY each duly acknowledged to me that said co-partnership executed the same.

Terrill E. Olsen
NOTARY PUBLIC
Residing at: *Roy, Utah*

Commission expires:

MY COMMISSION EXPIRES FEB. 10, 1969

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Recorded ☐ Abstracted ☐
Compared ☐ Page ☐

Mail to:
Oliver & Alvey Constr. Co.
5859-St 3500-W
Roy, Utah

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#6.00

1-17-66

FILED AND RECORDED FOR

Oliver & Alvey Constr. Co.
1965 JAN 17 PM 1:43

RUTH LAMES OLSEN
WEBER COUNTY RECORDER
DEPUTY *Kentley Carlberg Edam*