

Return to Gary W. Rasmussen
1536-260 St
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BOOK 864 PAGE 340

RUTH EAMES OLSEN
WEBER COUNTY RECORDER
DEPUTY *Gene H. Clark*

RESTRICTIVE COVENANTS - RIVER VALLEY ESTATES NO. 6

We, the undersigned Gary W. Rasmussen and Anna Mae Rasmussen, his wife, Who are the fee simple owners of the land contained in RIVER VALLEY SUBDIVISION NO. 6, situated in Riverdale City, County of Weber, State of Utah, (Containing 23 lots) do hereby bind said land to the following conditions and restrictions.

NOW, THEREFORE, In consideration of the premises, the following restrictions are hereby created and declared to be covenants running with the title and the land hereinbefore described, and each and every part thereof, and the undersigned owners hereby declare that the aforesaid land above referred to is to be held and hereinafter conveyed to the following reservations, restrictions and covenants hereinafter set forth:

1. PERSONS BOUND BY THESE RESTRICTIONS:

That the covenants and restrictions are to run with the land and all persons and corporations who now own, or shall hereafter acquire any interest in any of the land hereinbefore described or any lot, portion or parcel thereof, shall be taken and held to agree and covenant with the owners of the land and with their heirs and assigns to conform to and observe the following covenants, restrictions and stipulations as to the use thereof, and construction of residences and Improvements thereon for a period of thirty years from this date.

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2. USE OF LAND, COST FRONTAGE:

That none of said land, or any fraction thereof, shall be improved, used or occupied for other than single family residential purposes not to exceed two stories in height and a private garage for not more than two automobiles. No residential structure shall be erected, placed or maintained on any building area (including any lot or lots or portion of lot) which has an area of less than 10,000square feet, nor which has a width of less than 80 feet for inside lots or less than 90 feet for corner lots, at the building setback line.

3. DWELLING SET BACK AND FREE SPACE:

All residence buildings erected on any plot or lots shall be set back from the front lot line not less than 35 feet for all even numbered lots and 40 feet for all odd numbered lots (with exceptions to 30 feet allowed by the Architectural Control Committee if necessity arises). No lot shall be nearer than 20 feet to a side street line in case of corner lot construction. The minimum side yard for any dwelling shall be 10 feet and the total width of the two required side yards shall be not less than 24 feet. The minimum side yard for a private garage shall be 10 feet; except that a private garage and other accessory building, located at least 6 feet in the rear of the main dwelling, may have a minimum side yard of 1 foot, however, that no private garage or other accessory buildings shall be located closer than 11 feet to a dwelling on an adjacent lot. No fence shall be constructed over 3 feet high nearer to the street than the minimum building setback line.

4. TEMPORARY RESIDENCES PROHIBITED:

No trailer, basement, tent, shack, garage, barn or other outbuildings erected on the said property shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted.

5. UTILITY AND ALLEY EASEMENT:

An easement is reserved over each lot as appears by dashed lines upon the plat and dedication of said subdivision, for necessary utility installation and maintenance.

6. DWELLING SIZE:

No dwelling shall be erected or placed upon any residential lot in the tract which dwelling shall contain, exclusive of garage, car-port and open porches, less than 1150 square feet of floor space on the main living level of one-story dwellings, nor less than

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900 square feet of floor space on the main living level of dwellings of more than one story. Each lot when improved with a single family dwelling shall provide a minimum of one gas or electric lamp for the front yard of the lot, said lamp to meet reasonable design standards of the Architectural Control Committee.

7. NUISANCES:

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.

8. ARCHITECTURAL CONTROL:

No building shall be erected, placed or altered on any lot until the construction plans and specifications and plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of exterior design with existing structures, and as to location with respect to topography and finish grade elevation. Such committee is composed of Gary W. Rasmussen and Anna Mae Rasmussen, Ogden, Utah. In case of the death of member or members of said committee, the surviving member or members shall have the authority to approve or disapprove such design or location. If the aforesaid committee or their representatives fail to approve or disapprove such design or location within 30 days after plans have been submitted to it, or if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required. Said committee or their authorized representatives shall act without compensation. Said committee shall act and serve for a period of ten years from date hereof, at which time the then recorded owners of a majority of lots which are subject to the covenants herein set forth may designate in writing duly recorded on the land records, their authorized representatives who thereafter shall have all the powers and subject to the same limitations as were previously delegated hereinto to the aforesaid committee.

9. GENERAL PROVISIONS:

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 thirty years from the date hereof, after 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.

10. ENFORCEMENT:

Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

11. SEVERABILITY:

Invalidation of any one of these covenants by judgment or court order provisions which shall remain in full force and effect.

STATE OF UTAH)
) ss
COUNTY OF WEBER)

Gary W. Rasmussen

Gary W. Rasmussen

Anna Mae Rasmussen

Anna Mae Rasmussen

On the 20th day of June, A.D. 1967, personally appeared before me Gary W. Rasmussen and Anna Mae Rasmussen, the signers of the within instrument, who being by me duly sworn, acknowledged to me that they executed the same.

[Signature]

Notary Public
Residing at: Ogden, Utah
My Commission Expires: October 27, 1970

