

Carbon Land Title
2502 Wash Blvd.

BOOK 966 PAGE 24

FILED AND RECORDED FOR
Carbon Land Title Co
1971 MAY 17 AM 11 36

Plotted Indexed
Recorded Abstracted
Compared Page

7.00
550663

DECLARATION

RUTH EAMES-OLSEN
WEBER COUNTY RECORDER
Ruth Eames-Olsen

OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
YORKSHIRE MEADOWS SUBDIVISION, NUMBER THREE (3)

THIS DECLARATION, made on the date hereinafter set forth by ROBERT D. ROND and SHARON ROND, husband and wife, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of the hereinafter real property situate in South Ogden, Weber County, Utah, more particularly described as:

YORKSHIRE MEADOWS SUBDIVISION, NUMBER THREE (No.3)

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property. These covenants, easements, restrictions and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described properties, or any part thereof, and shall inure to the benefit and limit of each owner and all future owners thereof.

1. No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single family dwelling and a private garage or carport for not more than two (2) cars, and other structures as provided in Paragraph 16.

2. No building, outhouse, garage, fence, wall, retaining wall or other structure of any kind shall be added, erected,

07-136-0001 TO 0021
07-137-0001 TO 0029

constructed or placed or maintained on said real property, or any part thereof, nor shall there be any changes made to the exterior of, or improvements on the property by way of alteration, additions, repairing, remodeling, or adding unless prior to the commencement of any construction, elevation and floor plans for each floor and basement, color scheme thereof, and two plot plans indicating and fixing the exact location of such structure, or such altered structure on the lot with reference to the street and side lines thereof shall have been first submitted in writing for approval, and approved in writing by a committee as provided in Paragraph 6.

3. In the event the proposed improvement be only for repainting or redecorating the exterior of such structure without remodeling or changing, or making additions thereto, it shall be necessary to file in duplicate the color schemes of such proposed work and have the same approved in writing prior to the commencement of such work.

4. The committee shall endorse the plans and specifications, etc., on all work performed whether for decoration or alteration and shall return one set of approved plans and specifications to the owner, and retain one set in a file for a permanent record.

5. When the construction of any building on any lot is once begun, work thereon must be prosecuted diligently and it must be completed within a reasonable time. No building shall be occupied during construction or until made to comply with all requirements of this Declaration.

6. The building and architectural committee shall be composed of ROBERT D. ROND, SHARON ROND and ALAN D. STROMBERG, or by a representative designated by a majority of the members of said committee. In the event of death or resignation of either member of said committee, the remaining members shall have full authority to approve or disapprove such design and location within

thirty days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of such alterations have been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the members of such committee, nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of lots can through a duly recorded instrument, change the membership of the committee or withdraw from it or restore to it any of its powers and duties. It is the intent of these deed restrictions to define the name "Committee" wherever it appears in the Deed Restrictions to mean the "Building and Architectural Committee" referred to in this paragraph.

7. No building shall be located nearer to the front lot line or nearer to the side street line than the building setback lines as required for the applicable zone. In any event, no building shall be located on any residential building plot nearer than 25 feet to the front lot line, nor nearer than 15 feet to any sidestreet line.

8. No residential structure shall be erected or placed on any building lot, which lot has an area of less than 6000 square feet or a width of less than 60 feet at the front building setback line.

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

10. 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 permanently, nor shall any structure

of a temporary character be used as a residence. Nor shall any house be moved upon any lot or any part of a lot in this section unless permission be given by committee mentioned above in Paragraph 6.

11. No dwelling, outhouse, or garage on any lot shall be painted any color other than the original color of the residence located thereon, unless and until written approval shall have been secured from the committee.

12. No animals, bird or fowl, including but not limited to horses, hogs, cattle, cows, goats, sheep, rabbits, hares, dogs, cats, pigeons, pheasants, game birds, game fowl or poultry, (except as in Paragraph 13 hereof permitted) shall be kept or maintained on any part of said property.

13. Dogs and cats may be kept upon any lot in reasonable number of such pets for the pleasure and use of the occupants of said lot, but not for any commercial use or purpose. The Committee shall have the right to determine what is a reasonable number of such animals. Rabbits and poultry may not be kept upon any lot for any purpose, unless and until authorized in writing by the Committee and in granting any such authorization, the Committee shall have the right to limit the number and prescribe the conditions under which any such rabbits and poultry may be kept. In no event shall any roosters, or other noisy fowl be kept for any purpose on any lot.

14. No dwelling shall be permitted on any lot in the tract with a ground floor area of the main structure, exclusive of open porches and garages, which shall be less than 960 square feet for a one story dwelling, nor less than 576 square feet for a two story dwelling provided both stories are above finished grade.

15. Easements affecting all lots are reserved as shown on the recorded plat for utility and drainage installation and maintenance.

16. No signs, billboards, or advertising structures may be

erected or displayed on any of the lots, however, a single sign not more than 3 x 5 feet in size, advertising a specific lot or house for sale or for rent, may be displayed on the premises affected. Nor shall any trash, ashes or any other refuse be thrown or dumped on any lot or any part thereof.

17. The Architectural Control Committee shall have the power and authority to take such action as it deems necessary to keep any lot and exterior of any structure maintained so that the same is equal in appearance to the neighborhood standards. In this connection, it may notify the owner of the requirements and after due notice, if the owner fails to comply with said requirements, then in such event the Architectural Control Committee shall cause the necessary maintenance to be performed and the costs and expenses thereof shall constitute a lien against the real property affected and shall also be the personal obligation of the owner of said lot. The Architectural Control Committee shall have the right to foreclose its lien against the said real property in the manner and nature that mechanics liens are foreclosed and shall also have an action at law against the owner for the amount involved.

18. 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 forty years from the date these covenants are recorded. After which time, said covenants shall be automatically extended for successive periods of ten years unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

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 in equity against the person or persons violating or attempting to violate any such covenants

and either to prevent him or them from so doing or to recover damages or other dues for such violation. Invalidation of any one 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.

IN WITNESS WHEREOF, the undersigned, being the Declarants herein, has hereunto set its hand and seal this 11th day of May, 1971.

Robert D. Rond
ROBERT D. ROND

Sharon Rond
SHARON ROND

"DECLARANTS"

STATE OF UTAH)
) ss.
COUNTY OF WEBER)

On the 11th day of May, 1971, personally appeared before me ROBERT D. ROND and SHARON ROND, husband and wife, who being by me duly sworn, did say, each for himself, that they are the signers of the within and foregoing instrument.

Robert D. Rond
NOTARY PUBLIC
Residing At: Ogden, Utah

My Commission Expires: 11-11-73

