

PROTECTIVE COVENANTS FOR ARTHUR JONES ESTATES NO. 2

KNOW ALL MEN BY THESE PRESENTS:

Whereas, the undersigned is the present owner of all the lots pieces and parcels of land embraced within the area hereinafter specifically described and

Whereas, said area comprises an exclusive residential subdivision of Roy City, Weber County, State of Utah, and

Whereas it is the desire of the owner of said subdivision to place restrictive covenants upon said lots for the mutual benefit and protection of future owners thereof, and

Now THEREFORE, the following restrictive covenants are placed upon said lots for the mutual benefits and protection of future owners, and that the premises to which These restrictive covenants shall attach are specifically described and are as follows:

All lots of ARTHUR JONES ESTATES NO. 2 in the City of Roy, County of Weber, State of Utah, as recorded.

1. All lots in said subdivision shall be known and described as residential lots. No building shall 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 no more than three cars and other out buildings approved in advance in writing by the committee hereinbelow described.

2. 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 and finish grade elevation, No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum buildings setback line unless similarly approved.

The architectural control committee is composed of Thomas J. Miller, Ogden, Utah Hilda Jones, Salt Lake City, Utah and Leda Hamblin, Clearfield, Utah.

A majority of the committee may designate a representative to act for it, in the event of death or resignation of any member of the 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. 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 compliedwith.

3. No structure shall be located on any lot nearer to the front line or side line than the minimum building setback lines. In any event, no building shall be located on any lot nearer than 30 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 any interior lot line, except a detached garage or other out building located 45 feet or more from the minimum building setback line shall not be located nearer than one foot to any side lot line or nearer than 8 feet to any dwelling. No dwelling shall be located on any interior lot nearer than 10 feet to the rear lot line.

4. No residential structure shall be erected or placed on any building lot which lot has an area of less than 6500 square feet or a width of less than 65 feet at the front building setback line.

5. No noxious or offensive activity shall be carried on upon any lot, no shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No clothes drying or storage of any articles which are unsightly in the opinion of the Architectural Control Committee will be permitted in carports unless in enclosed areas built and designed for such purpose. No automobiles trailers, boats or other vehicles are to be stored on streets or front and side lots unless they are in running condition, properly licensed and are being regularly used.

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6. No trailer, basement, tent, shack, garage, barn or other out building erected in the subdivision 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.

7. No dwelling shall be permitted on any lot at a cost of less than \$12,500.00 plus the lot, based upon cost level prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and material 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 be no less than 800 square feet for a one-story dwelling nor less than 800 square feet for a dwelling of more than one story.

8. Easement for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear seven feet of each lot, within these easement, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of 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 utility company is responsible.

9. 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.

10. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot, no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

11. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets purpose and are restricted to the owner's premises or on leash under handler's control.

12. No lot shall be used or maintained as dumping ground for rubbish, 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. Each lot and its abutting street are to be kept free of trash, weeds and other refuse by the lot owner. No unsightly materials or other objects are to be stored on any lot in view of the general public.

13. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

14. Trees, lawns, shrubs or other plantings provided by the developer shall be properly nurtured and maintained or replaced at the property owner's expense upon request of the Architectural Control Committee.

These covenants are to run with the land and shall be binding on all parties and all person claiming under them for a period of forty years from the date these covenants are recorded, after which times 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.

BOOK 980 PAGE 78

If any party hereto, or its successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other 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 prevent him or them from so doing to recover damages or other compensation for such violation.

Invalidation of any of these covenants by judgement or court order shall in no wise affect any of the other provision which shall remain in full force and effect.

Thomas J. Miller
Thomas J. Miller

DaLane R. Miller
DaLane R. Miller

STATE OF UTAH)
County of Weber)

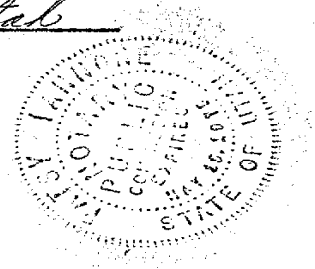
On this 10th day of November, in the year 1971, before me, the undersigned, a Notary Public in and for said state, personally appeared Thomas J. Miller and DaLane R. Miller, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first in this certificate written.

Patsy Lennon

Notary Public for 51575

Residing at Cedar, Utah



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FILED AND RECORDED FOR

Security Title Co.
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RUTH EAMES OLSEN
WEBER COUNTY RECORDER
TRUSTY Ruth Eames Olsen

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