

WASHINGTON HILLS DEVELOPMENT Co.  
S150 So 500 E  
Ogden, Utah 84403  
145

BOOK 1033 PAGE 343

PROTECTIVE COVENANTS COVERING SOUTHRIDGE SUBDIVISION NO. 7

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 Washington Terrace 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 SOUTHRIDGE SUBDIVISION NO. 7 in  
the City of Washington Terrace, County of Weber  
State of Utah.

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 Douglas B. Stephens, Ogden, Utah, Gary D. Gibson, Ogden, Utah, and Larry M. Buttars, Ogden, 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 complied with.

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 3 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, and 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 8000 square feet or a width of less than 65 feet at the front buildings setback line.

5. No noxious or offensive trade or activity and no nuisance shall be carried on upon any lot nor shall anything be done which may be or any become an annoyance in the neighborhood.

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.

07-158-0001 TO 0024  
07-157-0001 TO 0026