

RECORDERS NO. 63140H RECORDED MAY 10 1978

FEE \$ 6.00 TIME 10:30 AM
MARGARET R. EVANS - BOX ELDER COUNTY RECORDER
MARGARET R. EVANS
DeputyRESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

The undersigned owners of the following described property situate in Willard City, Box Elder County, State of Utah, to-wit:

All of Blocks 1, 2 and 3 Woodyatt Estates I, a Subdivision in Willard City, Box Elder County, Utah,

are desirous of creating restrictions and covenants affecting said property.

NOW THEREFORE, in consideration of the premises, the undersigned hereby declare the property hereinabove described subject to the following restrictions and covenants:

- A. All lots in the above described tract shall be known and described as residential lots. No structure shall be erected, altered or placed upon any residential building plot other than one detached single dwelling not to exceed two stories in height and a private garage and storage shed for not more than the family vehicles.
- B. No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision and as to location of the building with respect to topograph and finished ground elevation by a committee composed of Glen Woodyatt, Mel Judson and Wallace Johanson, or by a representative designated by the members of said committee. In the event of the death or resignation of any member of said committee, the remaining member, or members, shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event said committee, or its designated representative fails to approve or disapprove such design and location within 30 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 has 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 representative shall be entitled to any compensation for services performed pursuant to this Covenant. The powers and duties of such committee and of its designated representative shall cease on and after April 1, 2008. Thereafter the approval described in the Covenant will not be required unless, prior to the said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded, appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.
- C. All buildings shall be located in accordance with the provisions of the Zoning Ordinance of Willard City, Utah, as to set back, side yard and minimum plot area.
- D. 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. The maximum heights of any fence shall be six feet and shall not extend beyond the front setback of the dwelling, provided however, that the building committee shall have power to grant variances for retaining walls to extend beyond the front setback line.
- E. 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 residence.

F. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1200 square feet.

G. Easements are reserved over each lot for utility installation and maintenance, as shown by the recorded plat of said Woodyatt Estates I.

H. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until April 1, 2008, at which time said covenants shall be automatically extended for successive periods of 10 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.

I. 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 Covenant and either to prevent him or them from so doing or to recover damages or other dues for such violations.

J. Invalidation of any one of these Covenants by Judgment or Court Order shall in no wise affect any of the other provisions which shall remain in full force and effect.

WITNESS OUR HANDS this 9th day of May, 1978.

Glen Woodyatt
Glen Woodyatt

Mel Judson
Mel Judson

Wallace Johanson
Wallace Johanson

STATE OF UTAH)
: ss
COUNTY OF BOX ELDER)

On the 9th day of May, 1978, personally appeared before me Glen Woodyatt, Mel Judson and Wallace Johanson, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

Carol J. Wells
Notary Public
Residing at: Brigham City, Utah

My Commission Expires:
January 3, 1981