

Commonwealth Realty
2609 N. Main
Summit, Utah
145

BOOK 1114 PAGE 443
#500
657211

FILED AND RECORDED FOR
Weber County
1976 FEB 11 AM 10 28

Platted Indexed
Photocopied Card File
Microfilmed Abstracted

PROTECTIVE COVENANTS HOLLEY ACRES RUTH EAMES OLSEN
IN ROY CITY, WEBER COUNTY, STATE OF UTAH WEBER COUNTY RECORDER
DEPUTY *[Signature]*

These Protective Covenants, made and entered into this SECOND day of FEBRUARY 1976, by owners of all the within described property: J.R.P. Ltd., a Utah Corporation, all of Weber County, State of Utah.

WHEREAS, said area comprises an exclusive residential area in the City of Roy on which animals and fowl for family food production, private stables and horses for personal use and chinchillas are permitted, and;

WHEREAS, it is the desire of the owners to place restrictive and protective covenants upon said land and parcel of ground for the benefit and protection of the owners or future owners thereof;

NOW, THEREFORE, it is stated that the premises to which these restrictive and protective covenants attach is that tract described as follows:

All of HOLLEY ACRES SUBDIVISION NO. 2 as recorded in the official Plat thereof recorded in the records of the County Recorder of Weber County, State of Utah.

1. No lot shall be used except for residential purposes. 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. If horses are kept on the premises there must also be erected a suitable barn.

2. A "suitable barn" for purposes of this agreement is defined as a structure of no more than one story in height having a similiar exterior facing, appearance (except as to shape) and roof covering as the home located on the same lot.

3. No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than thirty (30) feet to the front lot line, or nearer than twenty (20) feet to any side street line.

4. No building shall be located nearer than eight (8) feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located forty-five (45) feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than thirty-five (35) feet to the rear lot line.

5. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.

6. No dwelling shall be erected or placed on any lot having a width of less than one hundred (100) feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than twenty thousand (20,000) square feet.

7. 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. No trailer, basement, tent, shack, garage, barn, move-on house, or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, or shall any structure of a temporary character be used as a residence.

09-174-001 TO 0004

9. No sign of any kind shall be displayed to the public view on any lot excepting 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. No sign shall be lighted by any other means than indirect lighting from flood/spot lights.

10. No lot shall be used or maintained as a dumping ground for rubbish or old auto bodies. Trash, garbage or other waste shall not be kept except in sanitary containers. All other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

11. No dwelling shall be permitted on any lot at a cost of less than \$30,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of workmanship and materials 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 not less than 1200 square feet for a one-story dwelling, nor less than 2000 square feet for a dwelling of more than one story, nor less than 1700 square feet for a dwelling known as a split level. No structure shall make use of metal siding on the exterior facing excepting use on the fascia and soffit of the eaves. An enclosed garage space shall be provided for each and every motorized vehicle parked or stored on or in the immediate vicinity of the subdivision by the parties hereto, their heirs, or assigns.

12. No livestock, poultry, or animals, except animals and fowl for family food production, private stables and horses for personal use and chinchillas which belong to the owner of lots shall be kept on these properties.

13. Property owner will keep easement for the bridal path free of weeds, foreign material, obstacles, or anything not conducive to or compatible with a bridal path.

14. No party hereto, or their heirs or assigns shall have the right to operate any form of motorized vehicle within the established perimeters of the bridle trail as described in the official plat of the subdivision recorded in the office of the County Recorder. Nor shall any party hereto, or their heirs, or assigns give permission to any person or dependent, not a party hereto to operate any such motorized vehicle within the perimeters of said bridle trail.

15. Violation of this restriction by any party hereto, or their heirs, or assigns shall make said violator subject to a one hundred dollar (\$100.00) fine for each day in which a violation occurred. Said fine shall be payable to the committee described in Section #13 of this instrument within fifteen (15) days following delivery to the violator by said committee of a formal written complaint. The proof of a violation shall be established by the testimony of two or more witnesses thereto who are themselves parties hereto, their heirs, or assigns. The monies collected shall first be applied against the court costs and legal expenses (if any) of the plaintiffs in the matter. The remainder of the monies shall then be divided by the number of lots within the subdivision and distributed to the recorded owners of said lots.

16. EXCEPTIONS: This provision does not pertain to the use of lawn-mowers, garden tractors or to situations arising out of the provisions allowing vehicle use in paragraph 19 of this agreement.

17. A pole and rail fence approved by the architectural committee will be installed and maintained by the property owner within 120 days after purchasing property. In the event, the property owner defaults in paragraph 13 or 17, the architectural committee has full right and consent of the property owner to have this work done at the property owners expense.

18. These covenants are to run with the land and shall be binding on the present owners and all parties and all persons claiming under them until 30 July 1993, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by a vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

19. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 12.5 feet of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the flow of drainage channels in the easements, or which may obstruct or retard the flow of water through 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 authority or utility company is responsible. No vehicular access over the area shall be permitted except for the purpose of installation and maintenance of utilities and drainage facilities.

20. A committee authorized to require and approve the conformity of all construction on said lots in Holley Acres, Roy City, Weber County, Utah, in accordance with these covenants shall consist of the Board of Directors of J.R.P. Limited. The committee shall serve without compensation for their services in determining any question of said conformity. This committee may, in writing, by a vote of a majority of its members designate a representative to act in its place and stead. In the event of death or resignation of any member or members shall have full power to perform the act or acts herein authorized to said committee. 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.

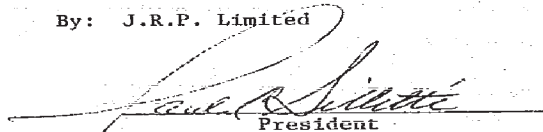
21. If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or equity 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 violation.

22. Invalidation of any 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.

23. All pens, corrals and barns shall be kept in reasonably clean condition to avoid breeding of flies, noxious or offensive odors.

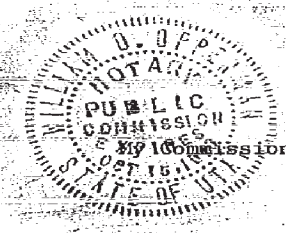
DATED this 10 day of February 1976

By: J.R.P. Limited


President

STATE OF UTAH,)
)
County of Weber) :ss

On the 2nd day of February 1976, A.D. personally appeared before me Paul C. Silletti who being by me duly sworn did say, for himself, that he, the said Paul C. Silletti is the President, of J.R.P. LIMITED Company, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and said Paul C Silletti and each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.



William D. Opperman
Notary Public.

My Commission expires m.15 October 1979 My residence is Roy, Utah