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FILED AND RECEIVED FOR  
*Walter J. Kelly Co*  
JUN 28 1976

The Protective Covenants of FAIRWAY ESTATES, SUBDIVISION 2, dated June 1,

1975, executed by EVANS G. RAY and JUNE H. RAY, recorded June 28, 1976,

as Entry No. 669048, in Book 1132, Page 405 of

Official Records, are as follows: Rerecorded in Book 1134-364 #670322

G. 1. All of the lots in said subdivision shall be known and described as building lots. No structure shall be erected, placed or maintained upon any lot of said subdivision other than one single family dwelling, not to exceed two stories in height and a private attached or detached carport or garage for not more than two cars, and tool and storage shelters. Private dwellings permitted as designated under Roy City R-2 Zoning.

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 building setback line unless similarly approved. Approval shall be as provided in part D.

3. No dwelling shall be permitted on any lot at a cost of less than \$30,000.00, exclusive of the lot, based upon cost levels 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 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 1100 square feet.

4. No building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 20 feet to any side street line.

5. No building shall be located nearer than 8 feet to an interior lot line, except 2 feet side and rear yard shall be required for a garage or other permitted accessory building located 10 feet or more from the main building. No dwelling shall be located on any interior lot nearer than 30 feet to the rear lot line.

6. 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.

7. No dwelling shall be erected or placed on any lot having a width of less than 75 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having a main floor area of less than 1100 square feet.

8. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five 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 installation and maintenance of utilities, or which may change the direction of flow or 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.

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

10. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

Re-recorded to show proper acknowledgement on Thomas Bloomer and wife.

09-165-0001 to 0014  
0020  
0021-164-0001 to 0023  
0024-165-0001 to 0025

11. 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.

12. 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.

13. 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 may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

14. No lot shall be used or maintained as a 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.

15. Except as otherwise provided herein regarding street intersections under "Sight Distance at Intersections," planting, fences or walls shall be maintained throughout the entire length of such areas by the owner or owners of the lots at their own expense to form an effective screen for the protection of the residential area. No building or structure, except a screen fence or wall or utilities or drainage facilities shall be placed or permitted to remain in such areas. No vehicular access over the area shall be permitted except for the purpose of installation and maintenance of screening, utilities, and drainage facilities.

16. No fence, wall, hedge or shrub planting which obstructs sight lines at  $2\frac{1}{2}$  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 40 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 sightline 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.

17. In order to more fully protect the sub-surface drainage system, no weeping willow trees or other so-called water seeking trees or shrubs shall be planted or permitted to remain within a distance of one hundred (100) feet from the subsurface drain line; and any tree or other planting identified by the local authority having jurisdiction as causing an interference with the efficient operation of the drainage system will be immediately removed upon request and at the homeowner's expense.

D 1. The Architectural Control Committee is composed of Evans G. Ray, 1380 Lark Circle, Ogden, Utah; June H. Ray, 1380 Lark Circle, Ogden, Utah, and Adele R. Kozlar, 844 Ben Lomond Avenue, South 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.

2. The committee's approval or disapproval as required in these covenants shall be in writing. 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.

2. 1. 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 40 years from the date these covenants are recorded, after which time 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.

2. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

3. 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.

Dated: June 23, 1975

Evans G. Ray  
Evans G. Ray

WITNESS:

Frank Ray Kojan

June H. Ray  
June H. Ray

Thomas E. Bloomer  
Thomas E. Bloomer

Vera R. Bloomer  
Vera R. Bloomer

ATTEST:

Delores H. Bennett

UTAH MORTGAGE  
By John D. Fry

STATE OF UTAH )  
COUNTY OF WEBER )

On the 23rd day of June, 1975, personally appeared before me Evans G. Ray and June H. Ray, the signers of the within instrument, who duly acknowledged to me that they executed the same.

Evans G. Ray  
Notary Public  
My commission expires May 22, 1978

STATE OF UTAH )  
COUNTY OF WEBER )

On the 23rd day of June, 1975, personally appeared before me Thomas E. Bloomer and Vera R. Bloomer, the signers of the within instrument, who duly acknowledged to me that they executed the same.

Thomas E. Bloomer  
Notary Public  
My commission expires May 21, 1978

STATE OF UTAH )  
COUNTY OF SALT LAKE )

On the 23rd day of June, 1975, personally appeared before me John D. Fry, who being by me duly sworn, says that he is the Assistant Vice President of Utah Mortgage, the corporation that executed the above and foregoing instrument and that said instrument was signed in behalf of said corporation by authority of its by-laws.

John D. Fry  
Notary Public  
My commission expires 9/23/77

670322 #440

FILED AND RECORDED FOR  
Utah Title Co  
1975 JUL 14 PM 4 40

RUTH EMMER HILSEN  
WEBER COUNTY CLERK  
Marianne K. Hillen

Filed  Indexed   
Recorded  Subscribed   
Acknowledged  Witnessed