

DEE R. STAPLES
2567 Country Oaks Drive
Layton, Utah 84041

BOOK 1144 PAGE 438

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Carolee L. Tieda

Joseph W. Leavitt

GEORGE GRANT STAPLES AND ERMA STAPLES,)
his wife. DEE R. STAPLES AND MARGO)
STAPLES, his wife. RANDY J. BUSHELL AND)
RUTH ANN BUSHELL, his wife. ELLIOT T.)
SAMPSON AND ELAINE R. SAMPSON, his wife.)
TO)
TO WHOM IT MAY CONCERN:)

WHEREAS, GEORGE GRANT STAPLES AND ERMA STAPLES, his wife, DEE R. STAPLES AND MARGO STAPLES, his wife, RANDY J. BUSHELL AND RUTH ANN BUSHELL, his wife, and ELLIOT T. SAMPSON AND ELAINE R. SAMPSON, his wife, present owners of MOUNTAIN VIEW ESTATES, Subdivision, in Weber County, Utah, are desirous of placing restrictive covenants upon said lots for the mutual benefit and protection of the present and future owners thereof, and

NOW, THEREFORE, for and in consideration of the mutual covenants herein, and other good and valuable considerations, the aforementioned owners, their successors or assigns, do hereby declare that the covenants hereinafter specifically set forth are to run with the land, and they shall be binding on all parties and all persons claiming under them for a period of 25 years from date hereof, at which time said covenants shall automatically be renewed and continued for successive periods of ten years, unless the then owners of the said lots, by a majority vote, agree to alter or terminate any or all of said covenants. In the event any party hereto, or their successors 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 an action at law or in equity against the person or persons violating or attempting to violate any of the covenants herein and either to enjoin or prohibit such violation or for damages or other compensation, or both, for any such violation.

In the event any of the covenants herein or any part thereof shall be declared invalid by any court of competent jurisdiction, the remaining covenants contained herein shall in no way be affected by such judgment but shall remain in full force and effect.

1. All of said lots shall be known and described as "residential" lots. No structure shall be erected, altered, placed or permitted to remain on any residential lot other than one detached single family dwelling not to exceed two stories in height and a private garage for no more than three cars and other out-buildings approved in advance in writing by the Architectural Control Committee hereinbelow described. Only one dwelling is permitted to be built on each of said lots. No house, except a two story structure, shall be constructed with less than 1,400 square feet of livable space on the main level, exclusive of patios, porches, garages and carports. A two story house shall have at least 1,100 square feet of livable area on the main level, exclusive of patios, porches, garages and carports. The lots may not be subdivided.

2. No buildings shall be erected, placed, or altered on any lot until the construction plans and specifications and the plans 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 building shall be erected, placed or altered on any lot until the owner or owners furnish proof of financial ability to complete the same within NINE (9) months of proposed date of commencement.

3. The Architectural Control Committee shall consist of GEORGE GRANT STAPLES, MAX G. STAPLES AND DEE R. STAPLES. A majority of said committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the remaining member or members shall have the full authority to designate a successor or successors. Neither the members of the Committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such a committee and of its designated representatives shall cease on or after January 1, 1990; thereafter, the approval described in this covenant shall not be required, unless prior to said date and effective thereof, a written instrument shall be executed by the then record owners of a majority of the lots in the sub-

division and duly recorded, extending or continuing the duration of said Committee and its powers. In the event the Committee, or its designated representative, fails to approve or disapprove within THIRTY (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 within THIRTY (30) days after commencement of construction, approval will not be required and the related covenants shall be deemed to have been fully complied with.

4. No structure shall be located on any lot nearer than 50 feet to the front lot line. No structure shall be located on any lot nearer than 20 feet to an interior lot line, including side lot lines and rear line.

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

6. No trailer, camper, 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. Easements for the installation and maintenance of utilities, irrigation lines and drainage facilities are reserved as shown on the recorded plat.

8. No trash, garbage or other waste shall be kept or permitted to remain on any lot except in sanitary containers. No materials shall be kept or stored on any lot that will be unsightly or that will be a fire hazard. No materials may be burned on any lot except in controlled circumstances so as to prevent a fire hazard, the intention being that no person may endanger their own or their neighbor's lot by fire.

9. All power and telephone lines must be underground from the dwelling structure to the source of the power.

10. No sewage disposal system shall be constructed on any lot that does not conform to existing county and state health regulations.

11. No animals or fowl shall be kept or maintained on any lot except for the domestic need and use of the owners thereof. Horses, ponies, cattle, fowl, sheep, and domestic dogs and cats are specifically permitted in reasonable number; provided, however, no animals or fowl of any kind shall be kept or maintained on any lot for commercial or business purposes. Reasonable numbers as to horses, ponies, cattle and sheep shall be limited to that number that the lot will naturally support without additional feeding. In no event shall the maintaining or keeping of any animals or fowl be permitted if the keeping of such would create a noxious or offensive activity, odor or nuisance.

12. All construction of boundary fences must be approved by the Architectural Control Committee in advance of construction as to quality, material, appearance and location.

13. In the event legal action is required to enforce these covenants the party in violation agrees to pay all costs including attorney's fees for such enforcement.

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IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed this 28th day of September, 1976.

George Grant Staples
George Grant Staples

Randy J. Bushell
Randy J. Bushell

Erma Staples
Erma Staples

Ruth Ann Bushell
Ruth Ann Bushell

Dee R. Staples
Dee R. Staples

Elliot T. Sampson
Elliot T. Sampson

Margo Staples
Margo Staples

Elaine R. Sampson
Elaine R. Sampson

STATE OF UTAH)
) ss.
COUNTY OF WEBER)

On the 28th day of September, 1976, personally appeared before me GEORGE GRANT STAPLES AND ERMA STAPLES, his wife, DEE R. STAPLES AND MARGO STAPLES, his wife, RANDY J. BUSHELL AND RUTH ANN BUSHELL, his wife, ELLIOT T. SAMPSON AND ELAINE R. SAMPSON, his wife, the signers of the within instrument who duly acknowledged to me that they executed the same.

SUBSCRIBED AND SWORN to before me this 28th day of September, 1976.

Jarvis Peterson
Notary Public

Residing in: Roy, Utah

My Commission Expires: March 7, 1977