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SHIRLEY D. HALDEMAN,  
MARVEL F. PENDERGRAFT, and  
SECURITY TITLE COMPANY,  
Tenants in Common

RESTRICTIVE COVENANTS OF  
EDEN HILLS SUBDIVISION  
UNIT #3, WEBER COUNTY, UTAH

TO WHOM IT MAY CONCERN:

THIS DECLARATION, made this            day of  
by SHIRLEY D. HALDEMAN, MARVEL F. PENDERGRAFT, and SECURITY  
TITLE COMPANY, of OGDEN as Trustee  
/ tenants in common, hereinafter referred to as  
"Declarants", being the present owners of all of the Lots  
embraced within EDEN HILLS SUBDIVISION UNIT #3 (herein called  
"Subdivision") to Weber County, State of Utah.

W I T N E S S E T H

WHEREAS, Declarants are the owners of all the real  
property set forth and described on that certain plat entitled  
EDEN HILLS SUBDIVISION UNIT #3, which plat is recorded in the  
records of the County Recorder of Weber County, Utah, and is

WHEREAS, said EDEN HILLS SUBDIVISION UNIT #3 is a part  
of the Eden Hills general development (herein called  
"Development"), which shall include additional subdivisions  
developed from adjoining lands owned by Declarants, and

WHEREAS, it is the desire of the undersigned to place  
restrictive covenants upon the subdivided numbered lots set forth  
and described in the said recorded plat of the subdivision, for  
the mutual benefit and protection of present and future owners,

NOW, THEREFORE, the undersigned hereby declare that all  
of the lots in EDEN HILLS SUBDIVISION UNIT #3 are held and shall  
be held, conveyed, hypothecated or encumbered, leased, rented,  
used, occupied and improved subject to the following restrictions,  
all of which are declared and agreed to be in furtherance of a  
plan for the subdivision, improvement and sale of said lots and  
are established and agreed upon for the purpose of enhancing and  
protecting the value, desirability and attractiveness of the prop-  
erty described in said recorded plat. All of the restrictions shall  
run with the land and shall be binding upon all parties having or  
acquiring any right, title or interest in and to the real property  
or any part or parts thereof subject to such restrictions.

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1. APPLICABILITY These Restrictions shall apply to subdivided numbered lots, and to other lands designated on the plat of the Subdivision as set forth therein.

2. TERM

A. These Restrictions shall affect and run with the land and shall exist and be binding upon all parties and all persons claiming under them until 20 years from date, after which time the same shall be extended for successive periods of ten (10) years each, unless an instrument signed by a majority of the then owners of the lots subject thereto has been recorded, agreeing to change the covenants in whole or in part; provided, however, that at any time before twenty (20) years from date, then owners of two-thirds (2/3) of such lots and thereafter by a majority of such owners.

B. The Declarants reserve to themselves, their successors and assigns the right to revoke at any time prior to sale of any lot within the Subdivision all or any part of these Restrictions and further to vacate any or all streets, common areas or facilities and any other amenity shown on the recorded plat.

3. APPROVAL OF PLANS No building shall be erected, placed or altered on any lot until the construction plans and specifications and the plot plan showing the location of the structure have been approved by the Architectural Control Committee (herein called Committee) as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation. No building shall be erected, placed or altered on any lot until the owner or owners furnish to the Committee proof of financial ability to complete the same within twelve (12) months of proposed date of commencement.

4. ARCHITECTURAL CONTROL COMMITTEE The initial Architectural Control Committee shall be composed of HOWARD E. HALDEMAN, STANFORD PETERSON, and DUANE BRIAN. The Committee may designate a representative to act for it. At any time without cause or 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, but at no time shall the Committee consist of more than three members. Neither the members of the Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this Agreement. After January 1, 1980, all privileges, powers, rights, and authority granted the Committee herein shall be exercised by and vested in a Committee of three members to be selected by the then existing Board of Trustees of EDEN HILLS HOMEOWNERS' ASSOCIATION, and thereafter the power to appoint or remove members from the Committee shall be vested in said Board of Trustees.

5. LAND USE AND IMPROVEMENTS No lot or lots embraced in EDEN HILLS SUBDIVISION UNIT #3 shall be used for other than single family residence purpose. There shall not exist on any lot at any time more than one residence. No garage shall be constructed except as an integral part of the residence it is intended to serve.

6. SET BACK REQUIREMENTS To retain desired separation of buildings on adjacent lots, yet to eliminate undesirable rigidity in the pattern of dwellings created by ordinary set back lines, and to encourage greater opportunity for individual freedom for development of the lots, the following guidelines are set:

A. Dwelling set back shall be thirty (30) feet for front yards, along a line paralleling the front property line,

ten (10) feet for side yards, along a line paralleling side property lines, thirty (30) feet for rear yards, along a line paralleling the rear yard line, except that this rear yard may be reduced to fifteen (15) feet where bordering on those areas designated as "common areas" within the Subdivision, provided that no dwelling shall be constructed nearer than twenty (20) feet from a bordering street.

B. Garage, carport and building set backs (not habitable rooms) shall be ten (10) feet for front property line, three (3) feet for side property lines, and three (3) feet for rear property lines except that such shall not be constructed nearer than ten (10) feet from any bordering street.

C. Provided, that no dwelling may be constructed nearer than fifteen (15) feet from an accessory building or twenty five (25) feet from a dwelling on an adjacent lot, and no accessory building may be constructed nearer than fifteen (15) feet from a dwelling on an adjacent lot. (First issued building permit shall prevail in situations where buildings are planned but not yet constructed on adjacent lots. Such permits shall be good for one year only.)

7. PARTICULAR RULES FOR APPLICATION OF SET BACK REQUIREMENTS

A. If the line with respect to which a set back measurement is to be made is a meandering line, the average length of the two lot lines that intersect said meandering line shall be determined. and using that average length, an imaginary straight line shall be drawn through the meandering line and the set back measurement shall be made along a line perpendicular to such imaginary line.

B. The term "side line" defines a lot boundary line that extends from the street on which the lot abuts to the real line of the lot.

The term "rear lot line" defines the boundary line of the lot that is farthest from, and substantially parallel to, the line of the street on which the lot abuts, except that on corner lots it may be determined from either street line.

D. A corner lot shall be deemed to have a front line on each street on which the lot abuts, and such lot need have only one rear yard.

E. The set back lines set forth above are subject to and may be superseded by such set back lines as are shown on the recorded plat, it being intended hereby that the plat shall take precedence.

8. GENERAL PROHIBITIONS AND REQUIREMENTS The following general prohibitions and requirements shall prevail as to the construction or activities conducted on any lot in the Subdivision or Development:

A. No permanent dwelling house or dwelling unit having a ground floor living area of less than 1350 square feet, exclusive of open porches, pergolas or attached garage, if any, shall be erected, permitted or maintained on any of said lots. Permanent dwellings of less than 1350 square feet of ground floor living area which have exceptional planning will be accepted only upon written approval by the Committee. Permanent dwellings shall be of masonry, stucco or insulated frame construction. All dwellings shall be set on permanent foundations or piers. (This paragraph shall not apply to any temporary building used for storage or watchmen during the progress of construction continuously prosecuted).

B. No outside toilet or individual water well shall be constructed on any lot except that wells may be drilled on lots not served by a central water system, with the proper approval from governing bodies and the Committee. Septic systems may be allowed on lots not served by central sewage and large enough to

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accommodate them as determined by the Health Department of the State of Utah. All plumbing fixtures, dishwashers or toilets shall be connected to the central sewage system, or individual septic systems as permitted above. Storm water shall not be allowed to flow into the sewage system.

C. No temporary house, trailer, tent, garage, or other out-building shall be placed or erected on any lot; provided, however, that the Committee may grant permission for any such temporary structure for storage of materials during construction. No such temporary structures as may be approved shall be used at any time as dwelling places, nor shall any overnight camping be permitted on any lot, without approval of the Committee.

D. Once construction of improvements is started on any lot, the improvements must be substantially completed in accordance with plans and specifications, as approved, within twelve (12) months from commencement.

E. No residence shall be occupied until the same has been substantially completed in accordance with its plans and specifications. Certificate of Substantial Completion for Occupancy to be issued by representative of Committee.

F. All structures constructed or placed on any lot shall be constructed with a substantial quantity of new material and no used structures shall be relocated or placed on any such lot.

G. No animals or livestock of any description, except the usual domestic household pets, shall be kept on any lot except that the owner of each lot shall be entitled to maintain one horse on common areas located in the Subdivision or Development specifically designated for that purpose by the Committee, such entitlement being transferable in writing.

H. All signs, billboards, or advertising structures of any kind are prohibited except upon application to and written permission from the Committee.

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I. No stripped down, partially wrecked, or junk motor vehicles, or sizeable part thereof, shall be permitted to be parked on any street in the Subdivision or Development or on any lot.

J. Every tank for the storage of fuel installed outside any building in the Subdivision or Development shall be either buried below the surface of the ground or screened to the satisfaction of the Committee by fencing or shrubbery. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed underground, screened or so placed and kept as not to be visible from any street or common area within the Subdivision or Development.

K. No owner of any lot shall build or permit the building thereon of any dwelling house that is to be used as a model house or exhibit unless prior written permission to do so shall have been obtained from the Committee.

L. All lots, whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in such manner as to prevent their becoming unsightly by reason of unattractive growth on such lot or the accumulation of rubbish or debris thereon.

M. No noxious, offensive or illegal activities shall be carried on on any lot that shall be or become an unreasonable annoyance or nuisance to the neighborhood.

N. No commercial type truck shall be parked for storage overnight or longer, on any lot in the Subdivision in such a manner as to be visible to the occupants of the other lots in the Subdivision or the users of any street or common area within the Subdivision or Development unless the prior written approval of the Committee has been obtained.

O. Any dwelling or outbuilding on any lot in the Subdivision or Development which may be destroyed in whole or

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in part by fire, windstorm or for any other cause or act of God must be rebuilt or all debris removed and the lot restored to a slightly condition with reasonable promptness; provided, however, that in no event shall such debris remain longer than sixty (60) days.

P. No tree shall be removed from any numbered lot in the Subdivision or Development without the written consent of the Committee.

Q. No trash, ashes, garbage or other refuse shall be dumped or stored or accumulated on any lot or be thrown into or left on the shoreline of any waterway in the Subdivision. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted.

R. No change in ground level may be made of any lot in excess of one foot from existing grades without the written approval of the Committee obtained prior to the commencement of work.

9. VARIANCES The Committee may allow reasonable variances and adjustments of these Restrictions in order to overcome practical difficulties and prevent unnecessary hardships in the application of the provisions contained herein; provided, however, that such is done in conformity with the intent and purposes hereof and provided also that in every instance such variance or adjustment will not be materially detrimental or injurious to other property or improvements in the neighborhood, the Subdivision or the Development.

10. EASEMENTS Easements for installation and maintenance of utilities and drainage facilities are reserved by the Declarants, their successors and assigns, as shown on the recorded plat.



11. OWNERSHIP, USE AND ENJOYMENT OF COMMON AREAS AND FACILITIES

A. All common areas, facilities and other amenities within the Subdivision and Development are private, and neither the Declarants' recording of the plat nor any other act with respect thereto, shall be construed as a dedication to the public, but rather all such areas and facilities shall be for the use and enjoyment of members of the EDEN HILLS HOMEOWNERS' ASSOCIATION, INC.

B. The ownership of all common areas and/or facilities within the Subdivision and Development shall be in the Declarants or their designee; however, the Declarants shall convey title to all such common areas and/or facilities to EDEN HILLS HOMEOWNERS' ASSOCIATION, INC., and such conveyance shall be accepted by it.

12. HOMEOWNERS' ASSOCIATION Every person acquiring legal or equitable title to any lot in the development automatically becomes a member of the EDEN HILLS HOMEOWNERS' ASSOCIATION, a non-profit Utah Corporation, and with such membership becomes subject to the requirements and limitations imposed in these Restrictions and to the bylaws, regulations and assessments of the Corporation. The Corporation shall be responsible for the maintenance, upkeep and repair, and the establishment and enforcement of rules and regulations concerning the operation and use of all common areas and/or facilities and other properties within the Development as it may from time to time own.

13. VARIANCES The Committee may allow reasonable variances and adjustments of these Restrictions in order to overcome practical difficulties and prevent unnecessary hardships in the application of the provisions contained herein; provided, however, that such is done in conformity with the intent and purposes hereof and provided also that in every instance such

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variance or adjustments will not be materially detrimental or injurious to the other property or improvements in the neighborhood or the Subdivision.

14. VIOLATION OF RESTRICTIONS If any party hereon, or its 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 Subdivision including the EDEN HILLS HOMEOWNERS' ASSOCIATION, INC., to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any set covenant and either prevent him or them from so doing and to recover damages or other dues from such violation.

15. SEVERABILITY Every one of the Restrictions is hereby declared to be independent of, and severable from, the rest of the Restrictions and of and from every other one of the Restrictions and of and from every combination of the Restrictions. Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability, or "running" quality of any other one of the Restrictions.

16. MUTUALITY OF BENEFIT AND OBLIGATION The Restrictions and agreements set forth herein are made for the mutual and reciprocal benefit of each and every lot in the Subdivision and are intended to create mutual, equitable servitudes upon each of said lots in favor of each and all of the other lots therein; to create reciprocal rights between the respective owners of all said lots; to create a privity of contract and estate between the grantees of said lots, their heirs, successors and assigns, and shall, as to the owner of each such lot, his heirs, successors or assigns, operate as covenants running with the land for the benefit of each and all

other lots in the Subdivision and their respective owners. Restrictions substantially the same as those contained herein shall be recorded on all future subdivision of the Development in conformity with the general scheme of improvement of all lands to be included therein.

17. GRANTEE'S ACCEPTANCE The Grantee of any lot subject to the coverage of the Declaration, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from the undersigned or a subsequent owner of such lot, shall accept such deed or contract upon and subject to each and all of these Restrictions and the agreements herein contained, and also the jurisdiction, rights and powers of the undersigned and of the EDEN HILLS HOMEOWNERS' ASSOCIATION, INC., and by such acceptance shall for himself, his heirs, personal representatives, successors and assigns, covenant, consent and agree to and with Declarants, the Association, and to and with the grantees and subsequent owners of each of the lots within the Development to keep, observe, comply with and perform said Restrictions and agreements.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed the day and year first above written.

Shirley Haldeman  
Shirley Haldeman

Marvel F. Pendergraft  
Marvel F. Pendergraft  
*By Shirley Haldeman, Attorney in Fact*

Security Title Company of Ogden, as Trustee

BY: Fred H. Glissnev  
Fred H. Glissnev, President

ATTEST:  
Ronald A. Moore  
Ronald A. Moore, Vice President

STATE OF UTAH )  
: ss  
COUNTY OF WEBER )

On the 12<sup>th</sup> day of APRIL, A.D., 1978, personally appeared before me SHIRLEY F. HALDEMAN, the signer of the within instrument, who duly acknowledged to me that she executed the same.



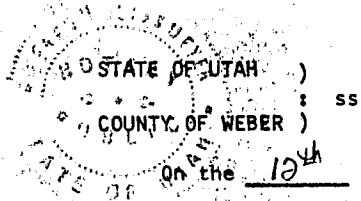
Shirley F. Haldeман  
NOTARY PUBLIC

STATE OF UTAH )  
: ss  
COUNTY OF WEBER )

On the 12<sup>th</sup> day of APRIL, A.D., 1978, personally appeared before me SHIRLEY F. HALDEMAN who, being by me duly sworn did say that she is the Attorney in Fact of MARVEL R. PENDERGRAFT, and that the said instrument was signed in behalf of said Grantor by authority, and said SHIRLEY F. HALDEMAN acknowledged to me that she as such Attorney in Fact executed the same.

Shirley F. Haldeман  
NOTARY PUBLIC

Commission Expires: 11-28-78



On the 12<sup>th</sup> day of April A.D, 1978, personally appeared before me FRED H. GLISSMEYER and RONALD A. MOORE who being by me duly sworn did say each for himself, that he, the said FRED H. GLISSMEYER is the President, and he the said RONALD A. MOORE is the Vice President of SECURITY TITLE COMPANY OF OGDEN, Trustee, 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 FRED H. GLISSMEYER and RONALD A. MOORE each duly acknowledged to me that said corporation executed the same.

Shirley F. Haldeман  
NOTARY PUBLIC

Commission Expires: 3/25/81

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FILED AND RECORDED FOR  
Rocky Mountain Properties Inc.  
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