

After recording return to:  
UTAH TITLE & ABSTRACT COMPANY  
OF WEBER  
Ogden, Utah

BOOK 1243 PAGE 329

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CLERK  
WEBER  
COUNTY

PROTECTIVE COVENANTS KELLY KAY ACRES SUBDIVISION NO.  
WEBER COUNTY, STATE OF UTAH

W - 5873

These Protective Covenants, made and entered into this 8th day of  
February, 19 78, by owners of all the within described property:

WHEREAS, said area comprises an exclusive residential area in the City of  
Hooper 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:

KELLY KAY ACRES SUBDIVISION, a part of Section 17, Township 5  
North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey,  
Weber County, Utah, according to the official plat thereof.

Shares The 14 Shares of Wilson Irrigation Company Irrigation Stock shall be divided as follows:  
1 1/4 to Lots 1, 2, & 3; 1 Share to Lots 4 & 5; 1 Share to Lots 6 & 7; 1 Share to Lots 8 & 9;  
1 Share to Lot 12; 1 Share to Lots 13 & 14; 1 Share to Lot 15; 1 Share to Lots 16 & 17; 1 Share to  
Lots 18 & 19; 1 Share to Lots 20 & 21 and 1 Share to Lots 22 and that portion of land immediately  
west of Lot 22 now vested in the name of Balletta.

1. No lot shall be used except for residential purposes. No building  
shall be erected, altered, placed or permitted to remain on any or 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 may also be erected a  
suitable barn.

2. A "suitable barn" for purposes of this agreement is defined as a struc-  
ture of no more than two stories in height having a complimentary 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 nearest 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. 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.

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09-204-0001 700007  
09-205-0001 700008  
09-206-0001 700009

6. No trailer, basement, tent, 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.

7. 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, 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.

8. 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.

9. 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 1,000 square feet for a one-story dwelling, nor less than 1,500 square feet for a dwelling of more than one story, nor less than 1,500 square feet for a dwelling known as a split level, counting all three (3) levels.

10. 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.

11. Easements, for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 7 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.

12. 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 25 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.

13. Enforcement of these covenants shall be by proceeding 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.

14. 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.

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

BOOK 1243 PAGE 331

-3-

WITNESS, our hand this, 8th day of February, A.D. 19 78

Signed in the Presence of  
Louise Swanson

X Charles J. Grant  
X Barbara M. Grant

STATE OF UTAH,

County of Weber

On the 8th day of February, A.D. 19 78  
personally appeared before me

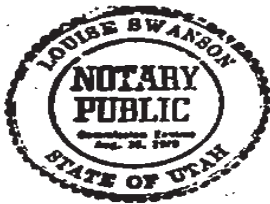
Charles J. Grant and Barbara M. Grant

the signers of the within instrument, who duly acknowledged to me that they executed the same.

Louise Swanson  
Notary Public

My commission expires: August 19, 1979

Resident in: Ogden, Utah



X Robert L. Byrd

X Daphne J. Kuyal

X John L. Wood  
GLEN

X Earl W. Nelson

X Billy McAnuff

X Colleen H. Nelson

X Floyd Balliet

X PARADISE BUILDERS INC.  
BY John W. McEwen  
PRES.

See over -

X Virginia Balliet

X Carrie Taylor

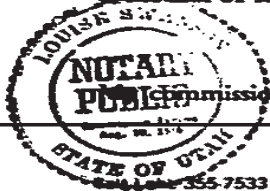
X Edgar Taylor

STATE OF UTAH,

County of Weber

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On the 15th day of April 1978, A. D.  
 personally appeared before me John McEntree, Notary Public,  
 who being by me duly sworn did say, that he, the said John McEntree  
 is the president, and he the said John McEntree  
 of PARADISE BUILDERS INC. 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 John McEntree and  
 each duly acknowledged to me that said corporation executed the same and that the seal affixed  
 is the seal of said corporation.



My commission expires August 19, 1979

My residence is Ogden, Utah

Notary Public.

## Utah Title and Abstract Company

Tooele 882-3511

Sevier 896-6418

Summit 336-5679 Zenith 864

Weber 399-3373

STATE OF UTAH,

COUNTY OF Weber

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On the 1st day of May, A. D. 1978  
 personally appeared before me Robert F. Ryvbal, Sophia T. Ryvbal, Earl W. Nelson, Colleen H.  
 Nelson, Floyd Balliett and Virginia Balliett, Edgar Taylor and Carrie Taylor, Glen A. Atwood and  
 Shirley M. Atwood, Merrill Bylund and the signer s of the within instrument, who duly acknowledged to me that they executed the  
 same.

My commission expires August 19, 1979

Residing in Ogden, Utah

Notary Public.

## Utah Title and Abstract Company

Salt Lake 355-7533

Tooele 882-3511

Sevier 896-6175

Summit 336-5679 Zenith 864

Weber 399-3373