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1979 APR 25 10 11 57

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS,
RESTRICTIONS, AND EASEMENTS AFFECTING PROPERTY OF
MOUNTAIN TERRACE SUBDIVISION, UNITS 3 AND 4

Shirley

Platted Indexed OGDEN CITY, WEBER COUNTY, STATE OF UTAH
Photocopied Card File
Microfilmed Abstracted

THIS DECLARATION, made this 18 day of April, 1979, by
R & I INVESTMENT, INC., a Utah Corporation, hereinafter called
the "DECLARANT;"

W I T N E S S E T H:

WHEREAS, DECLARANT is the legal and beneficial owner of
real property described in Article I of this Declaration and is
desirous of subjecting said real property to the restrictions,
covenants, reservations, and easements hereinafter set forth;

NOW, THEREFORE, DECLARANT hereby declares that the property
described in and referred to in Article I hereof is held and
shall be held, sold, conveyed, leased, occupied, resided upon,
hypothecated, and mortgaged subject to the following agreements,
restrictions, conditions, and covenants between themselves and
the several owners and purchasers of said property and their
heirs, successors, and assigns.

THEREFORE, all of said restrictions, conditions, covenants,
and agreements are made for the direct, mutual, and reciprocal
benefit of each and every lot created within the property de-
scribed in Article I hereof and are intended to create mutual
and equitable servitude upon each of said lots in favor of every
other lot created on the aforesaid property, to create recipro-
cal rights and obligations between the respective owners of all
of the lots so created, to create a privity of contract and es-
tate between the grantor and the grantees of said lots, their
heirs, successors, and assigns as to each said lot, and to oper-
ate as covenants running with the land for the benefit of all
other lots, as follows:

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13-161-000170 0010

I. PROPERTY DESCRIPTION.

The real property, referred to above and hereinafter, is located in Ogden City, Weber County, State of Utah, and is more particularly described as follows, to-wit:

All of Mountain Terrace Subdivision, Units 3 and 4, according to the official plat recorded in the Office of the County Recorder, Weber County, State of Utah.

No property other than that described above shall be deemed subject to this Declaration unless and until specifically made subject thereto. The DECLARANT may, from time to time, subject additional real property to the conditions, restrictions, covenants, and reservations herein set forth by appropriate reference thereto.

II. ARCHITECTURAL CONTROL COMMITTEE.

A. Membership: The Architectural Control Committee is composed of the Officers and Directors of R & I INVESTMENT, INC. A majority of the Committee may designate a representative to act for it. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The Committee shall be composed of at least four (4) members at all times and may release and appoint new members to said Committee with majority approval.

B. Term: The Committee shall remain in existence until such time as all of the lots in said subdivision are built upon.

C. Functions: The functions of said Committee shall be to pass upon, approve, or reject any plans or specifications for structures to be erected on lots in said tract, so that all structures conform to the restrictions and general plans of the DECLARANT for the improvement and development of the whole tract.

Nothing in this paragraph shall be construed as authorizing or empowering the Committee to change or waive any restriction(s) set forth in this Declaration, except as herein specifically provided. The Committee may act by any two (2) of its members; any authorization, approval, or power made by said Committee shall be in writing and signed by at least two (2) members.

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 determined by the Architectural Control Committee, unless similarly approved.

D. Procedure: The Committee's approval or disapproval, as required in these covenants, shall be in writing. In the event the Committee or its designated representative shall fail 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 prior to the completion thereof, approval will not be required, and the related covenants shall be deemed to have been fully complied with.

E. Enforcement: Enforcement shall be effected by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either by restraining the violation or recovery of damages. Either the Architectural Control Committee or any property owner effected by any violation of these covenants is hereby authorized and empowered to bring such action.

III. IMPROVEMENTS.

A. Type of Structures: Lots shall be used for single-family dwellings only. Said single-family dwellings shall comprise not less than 1,200 square feet on or above ground level and have an attached two (2)-car garage. All dwellings shall have hip or gabled roofs; flat, graveled, or built-up roofs will not be permitted. Temporary structures, barns, basements, trailers, or other outbuildings are not permitted.

B. Landscaping: All family dwellings are to be landscaped in front and on sideyards within two (2) years after construction begins.

IV. RESTRICTIONS.

The use, development, enjoyment, ownership, transfer, and hypothecation of all lots and land within the property described in Article I shall be subject to the following restrictions:

A. Private Residence: Said premises shall be used for private residence purposes only, except as hereinafter set forth; No structure of any kind shall be moved from any other place upon said premises, nor shall any incomplete building be permitted to remain incomplete for a period in excess of one (1) year from the date construction commences on said building.

B. Setbacks: All dwelling houses or other structures shall be constructed or situated on any of said lots in conformity with the setback lines established by county zoning ordinance.

C. Garbage and Refuse Disposal: 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. Incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

D. Pets, Animals, Etc.: No animals, except for dogs, cats, and domestic household pets, not to exceed two (2), may be kept. Animals shall not be maintained for any commercial purpose.

E. Signs: No sign of any kind shall be displayed to the public view on any lot, except property-for-sale signs.

F. Nuisances: 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.

V. GENERAL PROVISIONS.

These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time, said covenants shall be extended automatically for successive periods of ten (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.

VI. EASEMENTS.

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

VII. RESUBDIVISION OF SITES.

None of said lots may be resubdivided, unless approved in writing by the DECLARANT, its successors, or assigns.

VIII. SEVERABILITY.

It is expressly agreed that in the event any covenant, condition, or restriction hereinbefore contained, or any portion