

PROTECTIVE COVENANTS COVERING COUNTRY MEADOWS SUBDIVISION, Weber County, Utah

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MAY 29 PM 12:14  
*Paula Buss*

KNOW ALL MEN BY THESE PRESENTS:

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Whereas, the undersigned are all severally or jointly the present owners of all of the lots, pieces and parcels of land within the area hereinafter specifically described; and

Whereas, said area comprises an exclusive residential subdivision of Weber County, State of Utah; and

Whereas, it is the desire of the owners thereof to place restrictive covenants upon said lots for the mutual benefit and protection of future owners thereof:

Now therefore, the following restrictive covenants are placed upon said lots for the mutual benefit and protection of future owners thereof, and the premises to which these restrictive covenants shall attach are specifically described as follows:

All lots in COUNTRY MEADOWS SUBDIVISION to Weber County, State of Utah.

A. All of the lots in said subdivision shall be known as residential lots. No structure shall be erected, altered, placed or be 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 or carport for not more than (3) cars, tool houses and non-commercial green houses.

B. No structure shall be erected, place or altered on any lot unless it conforms and is in harmony with the external design of existing structures in the subdivision.

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

D. No trailer, basement, tent, shack, garage, barn or other out building erected in the tract shall at any time be used as a residence, temporarily or permanent, nor shall any structure of a temporary character be used as a residence.

E. Except for the construction of garages or other small detached outbuildings allowed under these covenants, no large size cinder or lava blocks shall be allowed for exterior building material, but small cinder or lava blocks shall be allowed provided they are the type which is ordinarily and usually used for such purpose in the construction of houses built in first class residential areas.

F. Dwellings will comply with the following floor areas as to habitable living space exclusive of porches and garages: One story dwelling with or without basement, main floor area fourteen hundred fifty (1,450) square feet; split level dwellings shall have a minimum of fourteen hundred fifty (1,450) square feet of habitable living space of which no floor shall be more than four (4) feet below the outside grade; two story dwelling shall have a minimum of twelve hundred (1,200) square feet of floor space on the main floor level. Each dwelling must have at least a double (2 car) attached garage.

G. No residential structure shall be erected or placed on building plot, which plot has an area of less than fifteen thousand (15,000) square feet.

H. Basements affecting all lots are reserved as shown on the recorded plat for utility installation and maintenance and for the distribution of water from Weber Basin Water Conservancy District.

I. Yard Regulations: Side yard, Front yard, and Rear yard regulations will be in conformity with Weber County Residential District R-1 Regulations, as follows: (a) Side Yards. The minimum side yard of any dwelling shall be ten (10) feet and the total width of the two required side yards shall be not less than twenty-four (24) feet. Other main buildings shall have a minimum side yard of twenty (20) feet and the total width of the two required side yards shall be not less than forty (40) feet. The minimum side yards for a private garage shall be ten (10) feet, except that private garages and other accessory buildings,

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least sixty (60) feet from the front property line may have a minimum side yard of one (1) foot, provided that no private garage or other accessory buildings shall be located closer than ten (10) feet to a dwelling on an adjacent lot. On corner lots, the side yard which faces on a street for both main and accessory buildings, shall be not less than twenty (20) feet.

J. Approval of Plans:

1. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and plot plans have been submitted to the approved in writing as to conformity and harmony of external design and as not interfering with the reasonable enjoyment of any other lot or plot by a committee composed of W. Allen Jackson, Gary L. Jackson, and [redacted], Weber County, State of Utah. A majority of the committee may designate a representative to act for it. No fence or wall shall be erected, place or altered on any lot nearer to any street than the minimum building setback line unless similarly approved.

2. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor, and neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

3. 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 to return and restore to it any of its powers and duties.

4. Failure by said committee or its designated representative to approve or disapprove such plans and specifications within 30 days after receipt of a proper presentation, approval of such plans and specifications will be deemed to have been made, provided such proposed construction complies with all other provisions of the declaration.

K. These covenants are to run with the land and shall be binding on all parties on all persons claiming under them for a period of 30 years from the date these covenants are so recorded, at 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.

L. Enforcement: 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 recover damages.

M. Severability: Invalidation of any one of these covenants by judgement of court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Dated this 22nd day of May, 1978.

JACKSON DEVELOPMENT, INC.

BY W. Allen Jackson  
President

BY Gary L. Jackson  
Vice-President

STATE OF UTAH )  
                  : ss  
COUNTY OF WEBER )

On the 22nd day of May, A.D. 1979, personally appeared before me W. Allen Jackson and Gary L. Jackson who being by me duly sworn did say, each for himself, that he, the said W. Allen Jackson is the President, and he, the said Gary L. Jackson is the Vice President of JACKSON DEVELOPMENT, INC. 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 W. Allen Jackson and Gary L. Jackson each duly acknowledged to me that said corporation executed the same.

*Carlton M. Bauman*  
NOTARY PUBLIC  
Ogden, Utah  
My Commission expires 11-25-79

