

RUTH EAMES OLSEN
WEBER COUNTY RECORDER
DEPUTY *Sharon P. Musgrave*

MAY 6 4 38 PM '80

FILED AND RECORDED FOR
Lewell S. Farn

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RESTRICTIVE COVENANTS
810178

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned, being the owners of the following described real property located in the City of Riverdale, County of Weber, State of Utah, to-wit:

A part of the West Half of Section 7, T5N R1W S1B&M US Survey; Beginning at the SE Corner of Lot 13, Turf Park Subdivision No. 1, Riverdale City, Weber Co., Utah; Said point is East 2261.30' & North 11.98' from the NW Corner of the SW 1/4 of Section 7; Running thence S 86°26'E 77.69'; thence N 0°05'49" W 147.90'; thence S 87°10'30"E 210.18' to an existing fence; thence S 0°05'49"E 352.56' along said fence, thence S 89°00'W 64.51' to a fence corner; thence S 0°16'26"W 221.45' along an existing fence to the North line of 4400 South Street, Thence N 87°10'30" W 217.53' along said north line; Thence N 0°41'W 429.03' to the point of beginning.

Contains 3.20 Acres

Lots 1 to 10 inclusive, CALL SUBDIVISION according to the plat thereof, as recorded in the office of the County Recorder of said County.

do hereby establish the nature of the use and enjoyment of all lots in said subdivision and to declare that all conveyances of said lots shall be made subject to the following conditions, restrictions and stipulations:

1. Purpose of Restrictive Covenants: The purpose of these restrictions is to insure the use of the property for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property and to maintain the desired tone of the community, and thereby to secure to each site owner the full benefit and enjoyment of his home with no greater restriction on the free and undisturbed use of his site than is necessary to insure the same advantages to the other site owners.

2. Planned Use and Building Time: No lot shall be used accept for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than dwelling units, not to exceed two stories in height and garages and/or carports for not more than three vehicles. All construction is to be of new materials except that used brick may be used for its aesthetic value if of a strength and quality equal to that of new construction.

3. Dwelling Cost, Quality and Size: No dwelling shall be permitted on any lot at a cost of less than \$ 40,000.00, exclusive of lot, based upon cost levels prevailing at the date these covenants were recorded. It being the intention and purpose of these covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants were recorded at the minimum cost stated herein for the minimum permitted dwelling size. The main floor of the main

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4852 W. 5100 S.
Hwy 89 W. 8431 S.

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structure exclusive of one story open porches and garages, shall be not less than 850 square feet.

4. Building location: No building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 20 feet to any side street line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of any building on a lot to encroach upon another lot. No dwelling shall be located nearer than eight (8) feet to an interior lot line except that some dwellings may have a common wall with an adjoining dwelling on an adjacent lot and have a zero (0) side yard, but a minimum eight (8) foot side yard for the opposite side yard shall be required. No dwelling shall be located on any interior lot nearer than sixteen (16) feet to the rear lot line. Attached garages of any other permitted accessory buildings may be located seven feet or more from the rear lot line, so long as such buildings do not encroach upon any easements. It is not the intent of these covenants to be in opposition or violation of any zoning ordinance that may exist at the time of the recording, but are to be supplemental to any established requirement.

5. Easement: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 10 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 installation and maintenance of utilities, or which may change the direction or flow of drains, channels, and 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.

6. Nuisances: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No clothes drying nor storage of any articles which are unsightly will be permitted in carports, unless an enclosed area is designed for such purpose. No automobiles, trailers, boats, or other vehicles are to stored on the streets or front or sidewalks, unless they are in running condition, properly licensed and are being regularly used.

7. Temporary Structures: No structure of temporary character, trailer, basement, tent, shack, barn or other out-buildings shall be used on any lot at any time as a residence either temporarily or permanently. No mobile homes are permitted.

8. Signs: No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

9. Livestock and Poultry: No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose and are restricted to the owner's premises or on leash under handler's control.

10. 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. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Each lot and its abutting street are to be kept free of trash, weeds and other refuse by the lot owner. No unsightly materials or other objects are to be stored on any lot in view of the general public.

11. Oil and Mining Operations: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

12. Landscaping: Trees, lawns, shrubs, or other plantings provided by the developer shall be properly nurtured and maintained or replaced at the property owner's expense with the design of keeping and maintaining the property in a beautified state.

13. Slope and Drainage Control: No structure, planting or other material shall be placed or permitted to remain or other activities undertaken which may damage or interface with established slope ratios, create erosion or sliding problems, or which may change the direction of flow of drainage channels or obstruct or retard the flow of water through drainage channels. The slope control areas of each lot and all improvements in them shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

14. Architectural Control Committee - Membership: The majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members of the committee shall have full authority to select a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. 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 restore to it any of its powers and duties. Each member must have an ownership interest in the above-described property. The Architectural Control Committee is composed of LOWELL FARR, ELMER CALL, PEARL CALL, C. JANETTE FARR.

15. Procedure of the Committee: The Committee's approval or disapproval, as required in these covenants, shall be in writing. This Committee shall further be responsible and charged with enforcement of these restrictive covenants. 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 prior to the completion thereof, approval will not be required, and the related covenants shall be deemed to have been fully complied with.

16. Term: 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 forty (40) years from the date these covenants are recorded, after which time, said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then property owners have been recorded, agreeing to change said covenants in whole or in part.

17. 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 to recover damages.

18. Severability. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the provisions which shall remain in full force and effect.

18. Boundaries: In the event that the boundary of any line of any lot upon said property is occupied or covered by a building containing a division wall, that portion of the boundary line on said lot covered by said division wall be construed to be exactly longitudinally bisecting said division wall. The owners of the wall on each half of said wall shall have an easement of support in the other one-half of said wall, and said wall shall be a party wall for the benefit of both parties subject to the rights and obligations as follows: (a) Should said party wall at any time be damaged or destroyed by the default or negligence of one of said parties, said party shall rebuild or repair said wall to a condition equal or better than immediately prior to it's being damaged and shall compensate the other party for any damage to the property of such other party. (b) Should said party wall be damaged or destroyed by any cause other than the act or negligence of the other party, the same shall be rebuilt or

repaired to a condition equal to or better than immediately prior to its being damaged, at the joint expense of both parties, provided that any sum received by insurance against such damage or destruction shall be first applied to such restoration. (c) In the event either party desires to extend their respective buildings either longitudinally along said boundary line or vertically from the location of said party wall, said extension shall be on top of and/or on the same line as the present wall or any extension thereof. When either party shall so extend said wall, the other party shall have the right to use as a party wall and join the same by paying the other party one-half of the cost of such wall as he shall use, in being understood that any extension shall at all times be a party wall. (d) The rights and obligations of said parties in and to said wall shall be perpetual; shall run with the land and shall benefit and apply to their respective heirs, administrators, executors and assigns.

DATED this 6th day of MAY, 1980.

Lowell G. Farr
OWNER

C. Janette Farr
OWNER

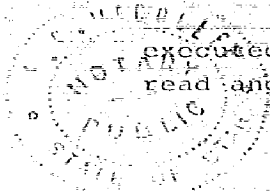
Elmer J. Call
OWNER

Pearl F. Call
OWNER

OWNER

STATE OF UTAH)
COUNTY OF Weker) SS

On the 6 day of May, 1980, personally appeared before me Lowell G. Farr, C. Janette Farr, Elmer J. Call, Pearl F. Call, and , duly acknowledge to me that they executed the foregoing Restrictive Covenants, and that they have read and signed the same.



My Commission Expires:

1-13-82

Charles H. Hays
NOTARY PUBLIC
Residing at: Ogden, Utah