

PROTECTIVE COVENANTS COVERING HASSELL HEIGHTS SUBDIVISION, PHASE NO. 3.
KNOW ALL MEN BY THESE PRESENTS:

Whereas, the undersigned is the present owners of all the lots, pieces and parcels of land embraced within the area hereinafter specifically described and,

Whereas, said area comprises an exclusive residential subdivision of South Ogden City, Weber County, State of Utah and

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

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

All lots of Hassell Heights Subdivision No. 3 in
the City of South Ogden, County of Weber,
State of Utah.

1. All lots in said subdivision shall be known and described as residential lots. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height and a private garage and other out buildings approved in advance in writing by the committee herein below described. Carpports will not be allowed. Rental of any part or portion of the single family dwellings will not be permitted.

2. 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 structure, 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 unless similarly approved.

The architectural control committee is composed of Roy L. Hassell, Carl L. Hassell, Douglas McKee, N. Scott Nelson and Earl Weatherston, Ogden, Utah.

A 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 shall have full authority to designate 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. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specification 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.

3. No structure shall be located on any lot nearer to the front line or side line than the minimum building setback lines. In any event, 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. No building shall be located nearer than 8 feet to any interior lot line except a detached garage or other out building located 45 feet or more from the minimum building setback line shall not be located nearer than one foot to any side lot line or nearer than 3 feet to any dwelling, and no dwelling shall be located on any interior lot nearer than 10 feet to the rear lot line.

4. No residential structure shall be erected or placed on any building lot which lot has an area of less than 8000 square feet or a width of less than 65 feet at the front building setback line.

5. No noxious or offensive trade or activity and no nuisance shall be carried on upon any lot nor shall anything be done which may be or may become an annoyance in the neighborhood. OUTSIDE STORAGE OF RECREATIONAL VEHICLES IN THE FRONT OF INDIVIDUAL LOTS WILL NOT BE PERMITTED. Initialing of this item constitutes acknowledgement and complete understanding of this covenant.

Initials

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

7. No dwelling shall be permitted on any lot at a cost of less than \$75,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant 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 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 no less than 1350 square feet for a one-story dwelling and for a two-story dwelling not less than 1350 square feet on the main level and not less than 1000 square feet on the second level.

8. No home businesses may be conducted out of any residence in this subdivision. (Namely; auto repair, beauty salon, etc.)

9. Easement for installation and maintainance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain that may damage or interfere with the installation and maintainance of utilities, or which may change the direction of flow of drainage channels in the easement. 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.

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

11. 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 excavation or shafts be permitted upon or in any lot. No derrick or other structure designated for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

12. 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.

13. 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 materials shall be kept in clean and sanitary condition.

14. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply to any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines.

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 years from the date those covenants are recorded after which time said covenant 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.

If any party hereto, 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 development or subdivision to prosecute any proceedings at law or in equity against the persons or person violating or attempting to violate any such covenants and either prevent him or them from so doing to recover damages or other compensation for such violation.

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In validation of any of these Covenants by judgement or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

Dated this 13th day of MAY, 1985

By: [Signature]

By: Douglas E. Mykes

By: Roy L. Hassell

By: Ronald L. Sellers

By: Carl L. Hassell

By: Earl J. Weatherston

By: N. Scott Nelson

State of Utah
County of Weber ss

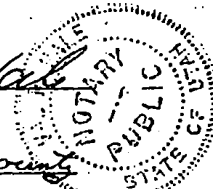
On the 13th day of MAY, A.D., 1985, personally
appeared before me Charles G. Carr, DOUGLAS E. MYKES,
ROY L. HASSELL, RONALD L. SELLERS,
CARL L. HASSELL, EARL J. WEATHERSTON,
N. SCOTT NELSON, who being by me duly sworn did say that they are the
present owners respectively of all lots in Hassell Heights Subdivision Phase No. 3.

PLATTED ☐ VERIFIED ☒
~~ENTERED~~ ☒ MICROFILMED

Val J. Hall
NOTARY PUBLIC

937896
DOUG CARPIS
WEBER COUNTY RECORDER
DEPUTY Melinda R. Ruskert
MAY 21 3 50 PM '85
FILED AND RECORDED FOR
Roy Hassell

Residing at Webster County
My Commission Expires Jan. 86



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\$10.50