

10-5-1939

- 460
- (a) All lots in said tract shall be known and described as residential lots and no structure shall be erected, altered, placed or permitted to remain on any residential lot or tract, other than one detached, single family dwelling not to exceed two stories in height and a private garage for not more than two cars.
- (b) No building shall be located on any residential building plot nearer than 30 feet to the front lot line nor nearer than 20 feet to any side street line, and no building, except a garage or other outbuilding located 75 feet or more from the front lot line, shall be located nearer than 5 feet to any side lot line.
- (c) No residential structure shall be erected or placed on any building plot, which plot has an area of less than 10,000 square feet or a width of less than 66 feet at the front building setback line.
- (d) 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.
- (e) No person of any race other than the Caucasian Race shall use or occupy any building or any lot, except that this covenant shall not prevent occupancy by domestic servants of a different race domiciled with an owner or tenant.
- (f) No trailer, basement, ten, shack garage, barn or other outbuilding erected in the tract 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. Provided that in case where such basement has heretofore been completed and is occupied as a residence, same may be so used for not to exceed 15 months and for such time as thereafter shall be agreed on in writing.
- (g) No dwelling costing less than \$3500.00 shall be permitted on any plot in the tract fronting on the Salt Lake Highway or fronting on that portion of said tract on the Roy Road and within 660 feet of the East line of said quarter section, And no dwelling costing less than \$2500.00 shall be permitted on any plot in said tract fronting on said Roy Road more than 660 feet West from the East line of said quarter section. The ground floor area of the main structure, exclusive of one story, open porches, and garages, shall not be less than 750 feet in the case of a one story structure, nor less than 600 feet in case of a one and one half or two story structure. For the \$2500 one story structure not less than 600 feet and for the $1\frac{1}{2}$ story 450 feet.
- (h) An easement is reserved and granted over the rear five feet of each plot or tract for utility installation and maintenance, provided that any such use shall only become effective and operative on the filing and recording of such designated line or right of way by the utility company, which shall be agreed to by the respective owner or owners of the land crossed, and payment of any damages which shall be fixed by an impartial committee of those within said tract.
- (i) These covenants are to run with the land and shall be binding on all the parties and all persons claiming under them, until 1969, at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of the majority of the then owners of the plots it is agreed to change the said covenants in whole or in part.
- (j) If the parties hereto, or any of them, or their heirs 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 situate in said tract or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing, or to recover damages for such violation.
- (k) Invalidation of any one of these covenants or any portion of any portion of any one of them by judgment or decree of the Court shall in no wise affect any of the other provisions which shall remain in full force and effect.

The tract covered by the above restrictions is described as follows:

Beginning on the North line of the Northeast quarter of Section 23, Township 5 North, Range 2 West S.L.M., 330 feet West from the Northeast corner of said quarter section, and running thence West 2112

feet, thence South 660 feet, thence East 1732 feet, thence South 1179.3 feet, thence East 660 feet, thence North 1650 feet, thence West 330 feet, thence North 189.3 feet to the place of beginning.

461

In Witness Whereof we have hereunto set our hands in approval and adoption of the above restrictive covenants which shall run with the land and be included by reference in the deeds to be executed by us to purchasers thereof, this 3rd day of October, 1939.

Joseph E. Wright
Katherine G. Wright

State of Utah
County of Weber

On the 3rd day of October, 1939, personally appeared before me, Joseph E. Wright and Katherine G. Wright his wife, the signors of the above instrument, who duly acknowledged to me that they executed the same.

Commission expires May 5, 1943. Orval M. Fox Notary Public Residing at Ogden, Utah
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Orval M. Fox Notary Public Seal State of Utah.
.....
Filed and Recorded for O.M. Fox Oct 5 2:19 PM '39

ELVA A. WILKINSON COUNTY RECORDER
BY DEPUTY DOROTHY B. CAMPBELL

v + g

#47682

IN THE DISTRICT COURT OF THE SECOND
JUDICIAL DISTRICT, IN AND FOR THE COUNTY OF
WEBER, STATE OF UTAH

STATE OF UTAH,
Plaintiff,
vs
George Pappas, Harry Pappas,
Joe Salerno, Roland Standing,
alias Roland Tanding, alias
Roland Landing alias Charles
Standing, Bill Butte alias Bill
Burgess, Jim Minos alias Jim
Fotos,
Defendants.

RELEASE OF LIS PENDENS
NO. 3755

On July 22, 1937, I filed a lis pendens in the above entitled action in the County Recorders office on the following described property, to-wit:

Part of Lot 2, Block 23, Plat "A" Ogden City Survey. Beginning 150 feet West from the Southeast corner of said Lot 2, Block 23, thence North 120 feet, thence West 20 feet, thence South 120 feet, thence East 20 feet to place of beginning.

which said lis pendens was recorded in Book X of Leases at page 348. All fines and costs in said action have been paid, and, therefore, the lis pendens filed as aforesaid is hereby released and of no effect.

John A. Hendricks
Weber County Attorney.

Filed and Recorded for John A. Hendricks Oct 5 2:37 PM '39

ELVA A. WILKINSON COUNTY RECORDER
BY DEPUTY DOROTHY B. CAMPBELL

v + g

#47686

STATE OF UTAH)
:ss
COUNTY OF WEBER)

F.A. Behling being first duly sworn, on oath, deposes and says, that he is personally acquainted with Elbert P. Drumiler, grantee in deed dated July 30, 1923, recorded August 5, 1924 in Book 103 Deeds page 427 and knows of his own personal knowledge that said Elbert P. Drumiler is the same party who redeemed tax sale certificate for 1932 delinquent taxes page 103 line 10 as E.P. Drumiler covering Lots 1 to 4 Block 3 Drumilers Addition.

F.A. Behling

Subscribed and sworn to before me this 5th day of October, 1939

Orval M. Fox Notary Public for Utah,
Residing at Ogden, Utah.

My Commission expires May 5, 1943
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ORVAL M. FOX NOTARY PUBLIC SEAL STATE OF UTAH.
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