

**DEVELOPER SUBDIVISION
BUILDING RESTRICTIONS.**

TO WHOM IT MAY CONCERN:

Take notice that the undersigned having caused to be platted certain land as **DEVELOPER SUBDIVISION**, in North Ogden, Utah; do hereby declare that the lands in said subdivision, as shown on the plat thereof now filed and of record in the office of the County Recorder of Weber County, State of Utah, are held and shall be conveyed subject to the reservations, restrictions and covenants hereafter set forth, to-wit:

DURATION: The reservations, restrictions and covenants so set forth shall run with the land, and be binding upon all parties hereto, and all persons claiming under them until July 1st, 1978, at which time the same shall be terminated except as to such part of the lands in said subdivision as may thereafter be bounded by a written instrument signed and acknowledged by the owners or any contiguous areas in such subdivision, which said instrument shall extend, with or without amendments or alterations, the terms hereof, and be duly recorded.

RIGHT TO ENFORCE: If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants, restrictions and reservations 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 person or persons violating or attempting to violate any such covenants, restrictions and reservations and either to prevent him or them from so doing or to recover damages or other dues for such violation. In any such action the successful party shall be entitled to recover his or their counsel fees.

VALIDITY: Invalidation of any of these covenants by judgment or Court order shall in no wise affect any other provision, which shall remain in full force and effect.

RESIDENTIAL PROVISIONS:

1. No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single family dwelling and a private garage for not more than 3 cars, and other outbuildings incidental to residential use of the plot.
2. No residence shall be erected in such subdivision unless it be constructed in accordance with a plan prepared by a competent person or persons—but it shall not be necessary that the plan used shall have been procured originally for the residence so being built in such subdivision.
3. No building shall be located on any residential building plot nearer than 25 feet to the front lot line, nor nearer than 20 feet to any side street line.
4. No residential structure shall be erected on any building plot, which plot has an area of less than 7000 square feet or a width of less than 10 feet at the street frontage.
5. 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.
6. No trailer, tent, shack, or other temporary structure, and no basement, barn or garage, constructed, erected or placed on any building plot in such subdivision, may be used for residence purposes for more than a six month period, (such six months to be computed from first to last occupancy without regard to intervening non-use, and to include all occupancy of one or more of such types of shelter on such building plot,) and any such residential use may be had only while active construction of a residence proceeds on such lot, and when occupancy is by the owner of such lot, or persons employed in construction of such residence property.
7. The ground floor area of any residence, not including utility rooms, porches and garages, shall be not less than 700 square feet in the case of a one-story structure nor less than 700 square feet in the case of a one-and-one-half or two story structure, provided, that in the case of two family dwellings, each of the two dwelling units shall have the minimum square foot area required therein.
8. No building shall be located within 8 feet of the side line of any building plot, except that a detached garage, or other outbuilding, may be so located if its point nearest the street or streets on which such building plot faces,

is not less than 60 feet away from such street or streets, and if no part of such garage or outbuilding shall be less than 50 feet away from residence property on an adjoining lot.

9. No building shall be erected, placed or altered, on any lot in said subdivision, until its plans, specifications, and plot plan shall have been approved by a majority of a committee consisting of William DeBlois, Jr., Glen H. Shupe, and William S. Heits, as to conformity and harmony of external design with existing structures in the subdivision, and as to the location of the building, with respect to topography, and finished ground elevation, or have been approved by some representative of such committee approved by a majority of its members. In any case any member of such committee shall die, resign, or otherwise be unable or unwilling to act, the remaining member or members shall have full power to act, and may, with the approval of the owner or owners of the majority of lots in such subdivision, select a successor to such member so no longer active. Such committee shall act within 30 days after submission to it of the requisite plans, specifications and plot plans, and should they fail so to do, such approval shall be considered to have been given.

10. No residence shall be constructed in such subdivision which shall cost less than \$7000.00, plus cost of property; provided that if there shall be a variation of 5% or more in construction costs, including labor and materials, from present costs then with the approval of a majority of the committee hereinbefore provided for, the minimum cost price may be varied by a percentage not exceeding the change in construction costs, as determined by such majority of such committee to have occurred, the intent and purpose of this provision being to fix a minimum quality of construction which shall not be diminished.

11. No poultry or animals of any kind other than house pets shall be kept or maintained on any part of said property.

12. No obstruction to view, such as a fence, wall, hedge, or mass planting shall be permitted within 25 feet of any street, except upon approval by the owners of the frontage adjacent to and within 100 feet of each side of the proposed location of such fence, wall, hedge or mass planting; but no such obstruction to a view shall be located on any corner lot within less than 50 feet of any street line.

13. No dwelling shall be erected to a height less than 10 feet, nor more than two stories high.

14. The construction or maintenance of signs, billboards or advertising structures of any kind on any residential lot is prohibited, except that one sign advertising the rental or sale of property embraced in any lot in said subdivision; or residential lot, as herein provided for, not to exceed 2 square feet in area, may be placed with the consent of the owner.

15. An easement for utilities hereby is reserved by the owners over the following portions of the lots in such subdivision:

Lots 1 to 3, along the westerly side thereof to a depth of 10 feet from the rear of such lots.

Lots 3 to 7, along the northerly side thereof, to a depth of 10 feet from the rear of such lots.

Lots 8 to 11, along the southerly side thereof, to a depth of 5 feet from south lot line, and lots 12 to 15, along the northerly side thereof to a depth of 5 feet from the north lot line.

Lots 16 to 20, to a depth of 10 feet from the easterly line thereof and, as to Lot 20, to a depth of 10 feet along its northerly line.

Such easement over such land shall be for the purpose of the convenient installation of electric, gas, telephone, and other utility services, and shall exist whether described in conveyances of such property or otherwise.

IN WITNESS WHEREOF, the owners of the property described herein have caused these presents to be executed this 24th day of June, A.D., 1953.

William S. Heits

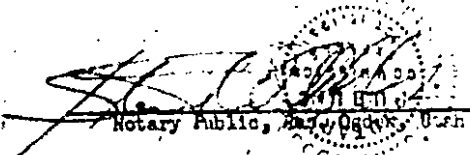
William DeBlois, Jr.

Glen H. Shupe

Earl W. DeBlois

STATE OF UTAH:
1953
COUNTY OF WELLS:

On the 9th day of June 1953, personally appeared before me
OLEN H. SHUPE, META SHUPE, WILLIAM DEBLOOIS, JR., and PEARL H. DEBLOOIS, known
to me to be the signers of the foregoing instrument, who duly acknowledged to
me that they executed the same.


Notary Public, State of Utah
My Commission Expires: 10-1-55

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STATE OF UTAH
COUNTY OF WELLS 55
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DOROTHY B. CAMPBELL
COUNTY RECORDER
Dorothy B. Campbell