

AMENDED RESTRICTIVE COVENANTS

WHEREAS, the Reliance Realty Company, a corporation under date of July 28, 1942 filed in the County Recorder's office of Weber County, Utah in Book 55 of Leases, Page 443 those certain Restrictive Covenants with respect to Ben Lomond Heights; and

WHEREAS, the owners of said property are now filing an amended plat of Ben Lomond Heights; and

WHEREAS, it is now desired to file amended restrictive covenants in lieu of the original restrictive covenants hereinbefore referred to,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned, being the owners of all of the tract of land located within the amended plat of Ben Lomond Heights situate in Weber County, State of Utah, described as follows:

All of Lots 1 to 90 inclusive of amended plat of Ben Lomond Heights; excepting, however, Lot 80 in said amended Plat of Ben Lomond Heights.

WHEREAS, the said Reliance Realty Company has subdivided said land and building lots in said subdivision designated amended plat of Ben Lomond Heights and has filed, or is about to file and record an amended plat thereof duly certified and acknowledged as required by the laws of the State of Utah with the County Recorder of Weber County, State of Utah; and

WHEREAS, it is the desire of the undersigned in connection with the subdivision and platting of said land and as a general building plan for the protection of all persons who may become owners of lots or parcels of land within said subdivision, to provide certain restrictions which shall control the use and enjoyment of said lots or parcels of land within said subdivision as amended,

NOW, THEREFORE, in consideration of the premises and of the benefits that will or may accrue to them in the

disposition of lots or parcels of land within the said subdivision not heretofore disposed of, and their and each of their heirs, executors, administrators and assigns, and with all whom it may concern, that each and all of said lots or parcels of land when sold and conveyed shall be owned, held and enjoyed by all persons, including the undersigned, who may become the owners thereof, and each of them and their and each of their heirs, executors, administrators and assigns, subject to and with the benefit of the following restrictions which are hereby declared to be covenants running with the land and binding upon each and every owner thereof, to-wit:

- (a). All lots in the tract shall be known and described as residential lots, except lots numbered 17, 18, 19, 20 and 21, all inclusive, which lots may be used for commercial purposes. No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached, single family dwelling, not to exceed one and one-half stories in height, and a private garage for not more than two cars.
- (b). No building shall be erected, placed or altered on any residential building plot within said amended subdivision until the building plans, specifications and plot plans showing the location of such building shall have been approved in writing by a majority of a committee composed of W. Eccles Baird, George D. Cardon and Harry Kammeyer, or their successors, for conformity and harmony of external design with existing structures in the subdivision and as to the location of the building with respect to property and building setback lines. In case of the death or resignation of any member or members of said committee, and in case any member of said committee shall dispose of his holdings in said amended subdivision, then he shall automatically be deemed to have resigned, the remaining member or members shall have authority to appoint a successor member of said committee from the property owners within said subdivision, and such committee shall thereupon have the same authority heretofore given to the original committee. If said committee fails to approve or disapprove such design, or location, within thirty days after plans have been submitted to it, or if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the complete installation of the foundations of said building, then such approval will not be required. Said committee shall act without compensation. Said committee shall act and serve until the 1st day of July, 1957, at which time the then record owners of

a majority of the lots, subject to the covenants herein, may designate in writing duly recorded in the County Recorder's office of Weber County, their authorized representatives who thereafter shall have all the powers and be subject to the same limitations as previously delegated herein to the aforesaid committee.

- (c). No building shall be located nearer to the front lot line or nearer to the side street line than twenty feet. In any event, no building shall be located on any residential building plot nearer than twenty feet to the front or side street line. No building except a garage or other outbuilding located fifty feet or more from the street line shall be located nearer than five feet to any side lot line.
- (d). No residential structure shall be erected or placed on any building lot or plot, which plot has an area of less than 5,000 square feet, nor a width of less than fifty feet at the front building setback line, excepting upon lots numbered 17, 18, 19, 20 and 21, all inclusive.
- (e). No persons of any other race 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, tent, shack, garage, barn or other outbuilding erected on the tract shall at any time be used as a residence.
- (g). No dwelling costing less than Four Thousand Dollars shall be permitted on any residential lot in the tract. The ground floor area of the structure, exclusive of open porches and garage, shall be not less than seven hundred fifty square feet.
- (h). An easement is reserved over each lot for utility installation and maintenance.
- (i). 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.
- (j). These covenants are to run with the land and shall be binding on all persons claiming the same until January 1, 1967, at which time said covenants and each of them shall be automatically extended for successive periods of ten years thereafter, unless by a vote of a majority of the then owners of the lots it is agreed to change the said covenants in whole or in part.
- (k). 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 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 covenant, and either ~~may~~ prevent him or them from doing so to recover damages, or other dues for such violation.

(1). In validation of any one of these covenants by judgment or Court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the RELIANCE REALTY COMPANY has caused this instrument to be signed by its duly authorized officers and its seal hereunto affixed, and the undersigned owners of lots within said amended subdivision have affixed their signatures thereto, this 21st day of December, 1945, A. D.

RELIANCE REALTY COMPANY

By W. Eccles Baird  
W. Eccles Baird, President

ATTEST: Wm. Z. Terry  
Secretary  
andell B. mawns  
Madeline Baird  
Lillian J. Baird  
John B. Blosser  
Edward B. Ramsey  
Edward F. Ramsey  
Walter Carlson  
Henry Ramsey  
Chas. W. Younger  
Margaret W. Thompson



STATE OF UTAH )  
                  ) ss.  
COUNTY OF WEBER)

On the 21st day of December, 1945, personally appeared before me W. Eccles Baird and Wm. Z. Terry, known to me to be the President and Secretary respectively of the Reliance Realty Company, a corporation, who being by me duly sworn did say that they signed the above and foregoing instrument and caused the corporate seal of said corporation to be thereunto affixed for and on behalf of said corporation and as its act and deed by authority of a resolution of its Board of Directors, and the said W. Eccles Baird and Wm. Z. Terry severally acknowledged to me that said corporation executed the same.

Ed. DeLaney  
Notary Public  
Residing at Ogden, Utah

My Commission Expires Feb 18 1948



STATE OF UTAH )  
                  ) SS  
COUNTY OF WEBER)

BOOK 227 PAGE 347

On the 21st day of December, A. D., 1945, personally appeared before me Ardell C. Mauro, W. Eccles Baird, Lillian J. Baird, John B. Blacow, Edward E. Kasmeyer, Ernest F. Kasmeyer, Harry Kasmeyer, Dean Cardon, Chester W. Younger, and Margaret M. Thompson, the signers of the within and foregoing instrument, and who duly acknowledged to me that they executed the same.



*George S. ...*  
Notary Public  
Residing at Ogden, Utah.

My Commission Expires August 25, 1948.

105007

400

STATE OF UTAH )  
COUNTY OF WEBER ) SS  
FILED AND RECORDED FOR  
*Geo. D. Cardon*  
Dec 24 11 56 AM '45

PLATTED   
RECORDED   
COMPARED   
ABSTRACTED   
INDEXED   
PAGED

BOOK 227      Leases  
PAGE 345  
CORRECTED

*Dorothy B Campbell*