

318657

Non Abstract

STATE OF UTAH) ss 4.00
COUNTY OF WEBER)
FILED FOR RECORD FOR
Ben Lomond Dev. Co.
AUG 7 1 47 PM '59

BOOK 619 PAGE 594

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IN BOOK 619 OF RECORD
PAGE 594-596
RUTH EAMES OLSEN
COUNTY RECORDER
Colin R. W. Kuhn

BEN LOMOND DEVELOPMENT COMPANY, INC.,
AMENDED PLAT
PROTECTIVE COVENANTS OF/COLDWATER ESTATES, BLOCK 1.

TO WHOM IT MAY CONCERN:

Whereas, the undersigned is the present owner of all of the lots embraced with the property designated as Cold Water Estates, Block 1, Being a part of the Northwest Quarter of Section 34, Township 7 North, Range 1 West, Salt Lake Meridian, U. S. Survey, and located in Weber County, State of Utah; and

Whereas, it is the desire of the owner thereof to place restrictive covenants upon said lots, and each and all of them, for the mutual benefit and protection of the present and future owners thereof; and

Whereas, said area comprises a residential subdivision;

Now, Therefore, for and in consideration of the mutual covenants herein, and other good and valuable consideration, the signer hereof for itself, and grantees, covenant as follows:

1. These residential area covenants shall apply to all the lots in the said above described property, in Weber County, State of Utah.

2. No lot shall be used except for residential purposes. 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 and one-half stories in height and a private garage for not more than two cars.

3. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 800 square feet for a one-story dwelling, nor less than 800 square feet for a dwelling of more than one story.

4. No building shall be located on any lot nearer to the front line or nearer to the side street line than 30 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 an interior lot line, except that no side-yard shall be required for a garage or other permitted accessory building located 45 feet, or more, from the minimum building set back line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a

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building; provided, however, that this shall not be construed to permit any portion of a building, on the lot to encroach upon another lot.

5. No dwelling shall be erected or placed on any lot having a width less than its width as shown on the accepted and recorded plat of said Subdivision at the minimum building setback line as shown on said plat, nor shall any dwelling be erected or placed on any lot having an area less than that calculated from the divisions of said lot as shown on said plat.

6. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot.

7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

8. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

9. 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.

10. 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 twenty-five years from the date these covenants are recorded, after which time said covenants 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.

11. 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.

12. 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 structures, 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. Approval shall be provided as follows: The architectural control committee is composed of ELMER K. BAILEY, LESTER R. GARNER AND ELDRED ERICKSEN. 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.

The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 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.

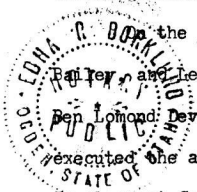
13. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

BEN LOMOND DEVELOPMENT COMPANY, INC.

By: Elmer K. Bailey
ELMER K. BAILEY, President.

BY: Lester R. Garner
LESTER R. GARNER, Vice-Pres.

STATE OF UTAH)
 : SS
COUNTY OF WEBER)



the 7 day of July, 1959, personally appeared before me Elmer K. Bailey and Lester R. Garner, President and Vice President respectively of the Ben Lomond Development Company, Inc., who under oath acknowledged to me that they executed the aforewritten protective covenants for an on behalf of the Ben Lomond Development Company, inc. by authority of its Board of Directors.

Commission Expires June 19, 1960

Edna R. Borland
Notary Public,
Residing at Ogden, Utah