

Return to:
SPACERAMA PRODUCTIONS, INC.
140 East 48th South
Murray, Utah

299506

STATE OF UTAH
COUNTY OF WEBER
FILED AND RECORDED FOR
SECURITY TITLE CO.
SEP 3 10 AM '58

5.30

BOOK 589 PAGE 311

Platted Indexed
Recorded Abstracted
Compared Page

RESTRICTIONS

IN BOOK 589 OF RECORD
PAGE 311
RUTH EAMES OLSEN
COUNTY RECORDER

Ruth Eames Olsen

KNOW ALL MEN BY THESE PRESENTS:

The undersigned owners of the following described property situate in Weber County, Utah, to-wit:

All Lots in HIDDEN VILLAGE SUBDIVISION, according to the official plat thereof, recorded in the office of the County Recorder of said County.

are desirous of creating restrictions and covenants affecting said property.

NOW THEREFORE, in consideration of the premises, the undersigned hereby declare the property hereinabove described subject to the following restrictions and covenants.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until May 1, 1988, at which time said Covenants shall be automatically extended for successive periods of 10 years unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of 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 violation or attempting to violate any such Covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any 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.

A. All lots in said area shall be known and described as residential Lots, numbered in accordance with the Plat of Hidden Village Subdivision, heretofore recorded. No lot may be used in whole or in part for commercial purposes. No structures shall be erected, altered, placed or permitted to remain on any of said lots other than one family dwelling not exceeding the height permitted by the ordinances of Weber County, and a private garage for not more than two cars. Nothing herein contained shall be so construed as to prohibit the making and erection of auxiliary facilities, either as part of said dwelling or as a separate structure not exceeding 400 square feet in area and being located entirely behind the rear line of the aforesaid dwelling, for the accommodation of household servants or temporary guests, or both.

B. No building shall be erected, placed, or altered on any building plot in this subdivision until the building plans, specifications, and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of Harry Player, Douglas B. Stephens, John U. Webber, or a representative designated and authorized by both of them. In the event of death or resignation of any member of said committee, the remaining members shall have full authority to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this Covenant will be deemed to have been fully complied with. Neither the members of such committee nor its designated representative, shall be entitled to any compensation for services performed pursuant to this Covenant. The powers and duties of such Committee, and of its designated representative, shall cease on and after May 1, 1988. Thereafter the approval described in this Covenant shall not be required, unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded appointing a representative or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

Page #2 - HIDDEN VILLAGE SUBDIVISION - (Continued)

C. No building shall be located nearer to the front lot line than 25 feet or nearer than 20 feet to a side street in case of corner-lot construction. The minimum side yard for any dwelling shall be 8 feet and the total width of the two required side yards shall be not less than 18 feet. The minimum side yard for a private garage shall be 8 feet; except that a private garage and other accessory buildings, located at least 6 feet in the rear of the main dwelling, may have a minimum side yard of 1 foot, provided, however, that no private garage or other accessory buildings shall be located closer than 10 feet to a dwelling on an adjacent lot.

D. No residential structure shall be erected or placed on any building area (including any lot or several lots or portions of lots), which has an area of less than 6,000 square feet nor which has a width of less than 60 feet at the minimum allowable front building set-back line.

E. No trailer, basement, tent, shack, garage, barn or other out-building erected on the tract, or brought or placed upon the tract, shall at any time be used as a permanent or semi-permanent residence.

F. No dwelling shall be placed upon any residential lot in the tract which shall contain, exclusive of a detached garage, less than 1,050 square feet on the main living area level; nor shall any dwelling containing an attached garage or carport contain less than 850 square feet on the main living area level.

G. An easement is reserved over each lot for necessary utility installation and maintenance to be provided and shown on the plat of Hidden Village Subdivision, heretofore recorded.

H. No noisy 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.

WASATCH HILLS DEVELOPMENT COMPANY, INC.

SPACERAMA PRODUCTIONS, INC.

By Douglas B. Stephens
DOUGLAS B. STEPHENS, President

By Harry Player
HARRY PLAYER, President

By Glen E. Fuller
GLEN E. FULLER, Secretary

By Jerome H. Mooney
JEROME H. MOONEY, Secretary

STATE OF UTAH
COUNTY OF WEBER

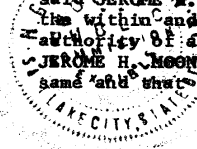
On the 2nd day of September, A.D., 1958 personally appeared before me DOUGLAS B. STEPHENS and GLEN E. FULLER, who being by me duly sworn did say, each for himself, that he, the said DOUGLAS B. STEPHENS is the President, and he, the said GLEN E. FULLER, is the Secretary of WASATCH HILLS DEVELOPMENT COMPANY, INC., and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said DOUGLAS B. STEPHENS and GLEN E. FULLER each duly acknowledged to me that said Corporation executed the same and that the seal affixed is the seal of said Corporation.



Joseph P. Larsen
NOTARY PUBLIC
Residing at Salt Lake City, Utah.

STATE OF UTAH
COUNTY OF SALT LAKE

On the 2nd day of September, A.D., 1958 personally appeared before me HARRY PLAYER and JEROME H. MOONEY, who being by me duly sworn did say, each for himself, that he, the said HARRY PLAYER, is the President, and he, the said JEROME H. MOONEY, is the Secretary of SPACERAMA PRODUCTIONS, INC., and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said HARRY PLAYER and JEROME H. MOONEY, each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.



N. Bayle Nelson
NOTARY PUBLIC
Residing at _____

My commission expires 4-21-59. Residing at _____