

## COVENANTS IMPOSING RESTRICTIONS

## UPON LOTS IN COUNTRY CLUB HEIGHTS SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, L. P. Wright and Martha Louise Wright, of Ogden City, Weber County, State of Utah, is the owner of a certain tract of land, situate in Weber County, State of Utah described as follows:

All of Blocks 1, 2, 3, and 4 of COUNTRY CLUB HEIGHTS, Weber County, Utah, Situate in the Northeast Quarter of Section 8, Township 5 North, Range 1 West, Salt Lake Base and Meridian, United States Survey.

WHEREAS, the said parties have subdivided said land and building lots in a subdivision designated COUNTRY CLUB HEIGHTS, and have filed or are about to file and record a plat thereof duly certified and acknowledged as required by the law with the County Recorder of Weber County, State of Utah; and,

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

NOW THEREFORE, in consideration of the premises and of the benefit that will or may accrue to them in the disposition of the lots or parcels of land within the said subdivision, the said parties at interest do hereby covenant and agree with all persons who may become owners of lots or parcels of land within the said subdivision and their and each of their heirs, executors, administrators and assigns, and with all whom it may concern, that each and all of the said lots or parcels of land shall be owned by them and when sold and conveyed, shall be owned, held and enjoyed by all persons 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. No structures shall be created, 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 not more

than for two cars.

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 shall have been approved in writing by a majority of a committee composed of Lauren W. Gibbs, Robert B. Nowell, and L. P. Wright or their authorized representative, 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 set back lines. In the case of the death of any member or members in said committee, the surviving member or members shall have authority to approve or disapprove such design or location. If the aforesaid committee or their authorized representative 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 completion thereof, such approval will not be required. Said committee or their authorized representative shall act without compensation. Said committee shall act and serve until the first day of July, 1947, at which time the then record owners of a majority of the lots which are subject to the covenants herein set forth may designate in writing duly recorded among the land records their authorized representative who thereafter shall have all the powers subject to the same limitations as were 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 the building setback lines shown on the recorded plat. In any event, no building shall be located on any residential building plot nearer than 20 feet to the front or side street line. No building except a garage or other out-building located 50 feet or more from the Street line, shall be located nearer than 5 feet to any side lot line.

D. No residential structure shall be erected or placed on any building lot farther than 40 feet from the front lot line.

E. No residential structure shall be erected or placed on any building lot or plot, which plot has an area of less than 5000 square feet, nor a width of less than fifty feet at the front building set back line.

F. No persons 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.

G. No trailer, basement, tent, shack, garage, barn or other out-building erected on 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.

H. No dwelling costing less than \$3000.00 shall be permitted on any lot in the tract. The ground floor area of the structure, exclusive of one story open porches and garages, shall not be less than 660 square feet, if one story, and 500 square feet if one and one-half story.

I. An easement is reserved over the rear five feet of each lot for utility installation and maintenance.

J. 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.

K. These covenants are to run with the land and shall be binding on all persons claiming under them until January 1, 1967, at which time said covenants shall be automatically extended for successive periods of ten years 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.

L. 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 to prevent him or them from so doing to recover damages, or other dues for such violation.

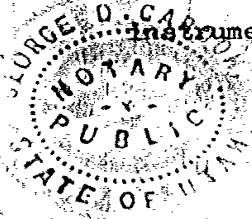
M. Invalidation of any one of these covenants by judgment or Court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, L. P. Wright and Martha Louise Wright, has hereunto signed their names, this 19th day of September, 1941.

  
Martha Louise Wright

STATE OF UTAH )  
COUNTY OF WEBER ) SS.

On this 19th day of September, 1941, personally appeared before me L. P. Wright and Martha Louise Wright, the signers of the foregoing instrument, who duly acknowledged to me that they had executed the same.



COMMISSION EXPIRES  
AUGUST 25th, 1944

*George D. Gordon*  
NOTARY PUBLIC  
Ogden, Utah

My Commission expires: August 25, 1944.

*Donna P. Campbell*  
COUNTY RECORDER  
BY APPOINTMENT OF CHARLOTTE JACOBS

STATE OF UTAH )  
COUNTY OF WEBER ) SS.  
RECORDED FOR  
*Dean Gordon*  
SEP 19 10 14 AM '41

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