

4720 West 10th
199
DOUGLAS B. STEPHENS and ELAINE R.
STEPHENS, husband and wife, and
Lillian J. Baird

BUILDING
RESTRICTIONS

WHOM IT MAY CONCERN

WHEREAS, Douglas B. Stephens and Elaine R. Stephens, husband and wife, and Lillian J. Baird are the owners of all of Lot 80 (otherwise known as "Edgewood Hills") of Amended Plat of Ben Lemond Heights Division, and have subdivided said land into building lots; and have filed, or are about to file and record a 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 the aforesaid 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 Edgewood Hills Subdivision to provide certain restrictions which shall control the use and enjoyment of said lots or parcels of land within said area.

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, and their and each of their heirs, executors, administrators and assigns, and with all whom it may concern; that each and all of such 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 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:

- A. All lots in the tract shall be known and described as residential lots, numbered from one to twenty five (1 to 25), inclusive. 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 detached, single family dwellings, which shall not exceed two stories in height, exclusive of basement area, 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 375 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 located nearer to the front lot line than 20 feet or nearer to the side street line than 10 feet. No building except a garage or other out building located 50 feet or more from the street line shall be located nearer than five feet to any side lot line; and any building located nearer than 50 feet to said street line shall not be located nearer than 8 feet to any side lot line.
- C. No residential structure shall be erected or placed on any building lot which has an area of less than 6,000 square feet, nor a width of less than 60 feet at the minimum allowable front building set-back line.
- D. 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.
- E. No dwelling which, when completed, will appraise at fair market value for less than \$8,000, shall be permitted on any lot in the tract. The ground floor area of said structure, exclusive of open porches and garage, shall not be less than one thousand (1,000) square feet.
- F. An easement is reserved over each lot for utility installation and maintenance.
- G. 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.
- H. These covenants are to run with the land and shall be binding on all persons claiming the same until January 1, 1970, at which time said covenants and each of them shall be automatically extended for not to exceed three successive periods of ten years thereafter, unless, by a vote of a majority of the owners of the lots, acting within six months prior to January 1, 1970, January 1, 1980, January 1, 1990, or at any time subsequent to July 1, 1999, as the case may be, it is agreed to change the said covenants in whole or in part.
- I. If the parties hereto, or any of them or their heirs, successors or assigns, shall violate or attempt to violate any of the

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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 for the purpose of preventing him or them from doing so, or of recovering damages, or both, and for such other relief as may be accorded by law.

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

Douglas B. Stephens

Elaine R. Stephens

Lillian J. Baird

STATE OF UTAH)
) ss.
County of Weber)

On the 22nd day of January, 1953, personally appeared before me, Douglas B. Stephens and Elaine R. Stephens, husband and wife, who duly acknowledged to me that they executed the foregoing instrument.

Alan E. Fuller
Notary Public--Residing at
Salt Lake City, Utah



STATE OF CALIFORNIA)
) ss.
County of Monte Vista)

On the 3rd day of March, 1953, personally before me, Lillian J. Baird, who duly acknowledged to me that she executed the foregoing instrument.

Phillip C. ...
Notary Public



207158

360

STATE OF UTAH)
COUNTY OF WEBER) ss.
FILED AND RECORDED FOR
Douglas B. Stephens
JAN 27 2 14 PM '53
IN BOOK 422 OF DEEDS
PAGE 199
DONALD T. CAMPBELL
COUNTY RECORDER
Ruth A. Denny

Recorded Abstracted
Compared Page

EASEMENT CONTRACT

ROLAND S. BROWNING and wife DOBOTHY E. BROWNING, Grantors, of Weber County, State of Utah, hereby WARRANT AND CONVEY unto OGDEN CITY, a Municipal Corporation of the State of Utah, Grantee, an easement and right-of-way for the construction of a sanitary sewer across the Grantors land situated in Weber County, State of Utah, to-wit:

A perpetual easement and right-of-way 20 feet wide, being 10 feet on each side of the following described center line, and a temporary easement and right-of-way to be used in connection with the construction of said sanitary sewer 15 feet wide, along the south side of the perpetual easement, to-wit:

A part of the Northeast quarter of Section 4, Township 5 North, Range 1 West, Salt Lake Base and Meridian, United States Survey: Beginning at a point on the West line of Harrison Blvd, 30.20 feet North $89^{\circ} 02'$ West and South $0^{\circ} 58'$ West 503.0 feet from the Northeast corner of said quarter Section; said point being at Ogden City Engineers "A" Station 45+10.1 and "B" Station 160+70.2; Running thence North $89^{\circ} 20'$ West 676 feet to the East line of Van Duren Avenue.

This conveyance being executed for and in consideration of the sum of

One Hundred and 00/100 Dollars (\$ 100.00)

in hand paid to said Grantors by the said Grantee, Ogden City, the receipt whereof is hereby acknowledged. It being understood and agreed that the payment of the above-stated consideration is in full payment, compensation and settlement of and for all damages to crops, trees, shrubbery and property which may be destroyed or injured by reason of the use of said easement and right-of-way for the construction of said sanitary sewer, as well as for the easement and right-of-way itself.

It is expressly understood and agreed that Ogden City, after laying the said sanitary sewer, shall cause the excavation to be backfilled, the pipe line covered and remove, from said premises and right-of-way, all excess dirt and overburden, leaving the said premises in as nearly the original condition as possible.

And, it is further understood and agreed that the said Grantee, Ogden City, shall have the right of ingress and egress to and from said twenty (20) foot perpetual easement and right-of-way at any and all times for the purpose of inspecting, maintaining or repairing said sanitary sewer, or for the future use

use of the surface thereof, for the laying of other or similar pipes, lines, conduits, drains or containers, for other or similar purposes, provided, however, that said City will pay all damages that may subsequently accrue to crops and such like property by reason of said future use or by reason of the inspection, repairs, replacements or improvements.

IN WITNESS WHEREOF, the Grantor has caused this easement contract to be executed in duplicate by its City Manager and attested by its City Recorder, pursuant to a resolution duly and regularly passed and adopted by the City Council of said City, and the said Grantor has executed the same in duplicate.

_____ day of _____, A.D. 1953.

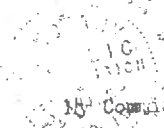
Signed in the presence of:

Handwritten signatures: Robert M. ... and ...

STATE OF ...

On this 17th day of July, A.D. 1953, per me ... appeared before me ... the signer of the within instrument, who duly acknowledged to me ...

NOTARY IN CHARGE, ...



My Commission expires ... 19...

CITY, a Municipal Corporation ...

City Recorder