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PROTECTIVE COVENANTS FOR ORCHARD PARK SUBDIVISION NO. 5

Western States Title Co.

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KNOW ALL MEN BY THESE PRESENTS:

That the undersigned owners of the following described property situated in Ogden City, Weber County, Utah, to-wit:

All of Lots 35 to 51, inclusive, in ORCHARD PARK SUBDIVISION, NO.5 according to the official plat thereof, recorded in the office of the County Recorder of Weber County, State of Utah.

are desirous of creating restrictions and covenants affecting said property.

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

The herein described property is subject to the following restrictions and covenants which run with the land and shall be binding on all parties and all persons claiming under them for a period of forty(40) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten(10) years, unless an instrument signed by a majority of the owners of the lots has been recorded, agreeing 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 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 person violating or attempting to violate, any such covenant and either to restrain him or her, or them, from so doing, or to recover damages or other dues from such violation.

C-1 LAND USE AND BUILDING TYPE. No. lot shall be used except for residential purpose. 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 stories in height and a private garage or carport for not more than three cars.

C-2 ARCHITECTURAL CONTROL. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line.

C-3 DWELLING COST, QUALITY AND SIZE. No. Dwelling shall be permitted on any lot at a cost of less than Fifteen Thousand Dollars(\$15,000.00) based upon cost levels prevailing on the date these covenants are recorded; it being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and material substantially the same, or better, than that which can be produced on the date that these covenants are recorded, at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1000 square feet for a one-story dwelling or less than 900 square feet for a dwelling of more than one story. All Structures must be of new material.

C-4 Building Location

(a) No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines required by applicable zone. In any event no building shall be located on any lot nearer than 30 feet to the front line, or nearer than 20 feet to any side street line.

(b) No building shall be located nearer than eight(8) feet to an interior lot line, except that a minimum of one (1) foot side yard shall be required for a garage or other permitted accessory building located thirty-five(35) feet more from the minimum building setback line. No garage shall be located on any interior lot nearer than one (1) foot to the rear lot line.

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(c) For the purpose of this covenant, eaves, steps, and open porches shall not be considered as part of a building provided, however, that this shall not be construed to permit any portion of a building, on or encroaching upon another lot.

C-5 LOT AREA AND WIDTH. No dwelling shall be erected or placed on any site having a width of less than sixty (60) feet at the minimum setback line, nor shall any dwelling be erected or placed on any lot having an area of less than eight thousand (8,000) square feet, except that a dwelling may be erected or placed on each lot as shown on the recorded plat, provided that front, side and rear yard covenants are complied with.

C-6 EASEMENTS. 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. Within these easements, no structure planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

C-7 NUISANCES. 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.

C-8 TEMPORARY STRUCTURES. 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.

C-9 EXTERNAL APPEARANCE. Any dwelling or structure erected or placed on any lots, in this subdivision shall be completed as to external appearance, including finished painting, within eight (8) months after date of commencement of construction.

C-10 OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

C-11 LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purposes and are kept on their owner's premises.

C-12 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 materials shall be kept in a clean and sanitary condition.

C-13 NON OPERATIVE VEHICLES. No non operative vehicle, whether it be junk, salvaged or otherwise, may be kept on owners lot for a period of more than fifteen (15) days.

C-14 SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree

shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

C-15 GENERAL PROVISIONS;

- (a) TERM. 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 forty (40) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten(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.
- (b) ENFORCEMENT. 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.
- (c) SEVERABILITY. 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, the undersigned owners of the property described herein have caused these presents to be executed this 16th day of March, A. D., 1971.

*Cleo Hewitt*  
CLEO HEWITT

*Bob W. Sheppard*  
BOB W. SHEPPARD

*Ellen S. Sheppard*  
ELLEN S. SHEPPARD

STATE OF UTAH  
COUNTY OF WEBER ))

On this 16th day of March, 1971, personally appeared before me, Cleo Hewitt, a woman, Bob W. Sheppard and Ellen S. Sheppard, his wife, and duly acknowledged to me that they executed the foregoing Protective Covenants.

*Steven A. ...*  
Notary Public

Residing in Ogden, Utah.

My Commission Expires: October 10th, 1971.

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FILED AND RECORDED FOR  
*Western States Title*  
1971 MAR 17 PM 2 17

RUTH EAMES OLSEN  
WEBER COUNTY RECORDER  
DEPUTY *Ruth E. Olsen*

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