

#55345

AFFIDAVIT

STATE OF UTAH )  
:SS  
COUNTY OF WEBER)

John L. Hurdsman being first duly sworn, on oath, deposes and says, that he is the party named as grantee in that certain Warranty Deed dated June 23, 1939, from Daisy H. Hurdsman and Fred Hurdsman, to John L. Hurdsman, which deed was recorded in the office of the County Recorder of Weber County, State of Utah on June 28 1939 in Book 133 of Deeds, at page 214; that said Daisy H. Hurdsman and Fred Hurdsman were at the time of execution and delivery of said deed, husband and wife, and being the same parties as the grantees in deed dated June 15, 1939, recorded June 23, 1939 in Book 133 Deeds, page 214, records of Weber County, Utah.

John L. Hurdsman

Subscribed and sworn to before me this July 2, 1940.

ORVAL M. FOX NOTARY PUBLIC SEAL STATE OF UTAH

Orval M. Fox Notary Public for Utah Residing at Ogden, Utah. My Commission Expires May 5, 1943.

Filed and Recorded for V.W. Crockett Sep 21 12:40 PM '40

ELVA A. WILKINSON COUNTY RECORDER

BY DEPUTY C.A. NEUMNSCHWANDER

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#55452 (Special Entry)

RESTRICTIVE AND PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That WHEREAS the undersigned are the present owners of all of those lots and parcels of ground embraced within the area hereinafter specifically described; and,

WHEREAS said area comprises an exclusive residential subdivision of Ogden City, Weber County, State of Utah; and,

WHEREAS it is the desire of the owners thereof to place restrictive and protective covenants upon said lots and parcels of ground for the mutual benefit and protection of each individual owner thereof; and,

WHEREAS, said covenants are deemed necessary in order to qualify for Federal Housing Administration loans,--

NOW, THEREFORE, for and in consideration of the sum of One Dollar to each paid by the other, receipt whereof is hereby acknowledged, and other good and valuable considerations, each of the signors hereof, for himself, his heirs, executors, administrators and grantees, both covenant with each other and their respective executors, administrators and grantees, as follows:

1. That the premises to which these restrictive and protective covenants attach are specifically described as follows, to-wit:

PARCEL ONE-

That certain portion of Burton Park Addition to Weber County, Utah, as shown on the Amended Plat thereof, dated September 25, 1940, being all of Lots 1 to 36, both inclusive.

PARCEL TWO-

That portion of Block 27, Nelson Park Addition to Ogden City, Weber County, Utah, described as Beginning at a point on the South line of the NorthWest quarter of Section 3, Township 5 North, Range 1 West, Salt Lake Meridian, U. S. Survey, 74 feet East from the Southwest corner of said Quarter Section, running thence North 0°58' East along the East line of Harrison Avenue, 297 feet, thence South 88°56' East 297.86 feet, thence South 0° 58' West 315 feet to the North line of 36th Street; thence North 89° 02' West along the North line of 36th Street 297.86 feet, to the East line of Harrison Avenue, thence North 0° 58' East along the East line of Harrison Avenue 18 feet to the place of beginning.

PARCEL THREE-

That portion of Block 28 of Nelson Park Addition to Ogden City, also being part of the Northwest 1/4 of

*See W.B. Book 586 Page 564 # 297712*

Section 3, Township 5 North, Range 1 West, of the Salt Lake Base and Meridian; Beginning at the Southwest Corner of Block 28 of said Addition, said point being S. 00° 58' W. 18 feet and S. 89° 02' E. 440.86 feet from the Southwest Corner of the Northwest 1/4 of said Section 3, and running thence N. 00° 58' E. 314.36 feet thence S. 88° 56' E. 314.96 feet to the West line of Tyler Ave., thence S. 00° 58' W. 313.81 feet along said West line, to the North line of Thirty-sixth Street, thence N. 89° 02' W. 314.96 feet to the place of beginning.

2. All lots in the said tracts shall be known and described as residential lots and no structure shall be erected on any lot other than one detached single family dwelling not to exceed two stories in height, and a private garage to accommodate the cars of a single family.

3. No buildings 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 buildings, have been approved, in writing, by a majority of a committee composed of E. L. Burton, A. J. Maycock and T. F. Welsh, all of Ogden City, Weber County, Utah, or their authorized representatives, for conformity and harmony of external design with existing structures in the subdivision; and as to location of the building with respect to property and building set-back lines. In the case of the death of any member or members of 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 and location within thirty (30) days after plans have been submitted to it, or if no suit to enjoin the erection of such buildings, 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 January 1, 1947, at which time the then record owners of a majority of lots which are subject to the covenants herein set forth, may designate, in writing, duly recorded among the lands 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.

4. No building shall be located on any residential building plot nearer than 30 feet to the front lot line, nor nearer than 16 feet to any side lot line. The said line restriction shall not apply to a garage located on the rear one-quarter of a lot, except that on corner lots no structure shall be permitted nearer than 16 feet to the side street line.

5. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 10,000 square feet, nor a width of less than 66 feet at the front building set-back line.

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

7. No person 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.

8. No trailer, basement, tent, shack, garage, barn, or other out building erected in 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.

9. No dwelling costing less than Thirty-six Hundred Dollars, (\$3600.00) shall be permitted on any lot in the tract. The ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than 900 square feet in the case of a one-story structure, nor less than 800 square feet in the case of a one-and-one-half or two-story structure.

10. An easement is reserved over the rear 5 feet of each lot for utility installation and maintenance.

11. As to the lots which back upon Harrison Avenue, no building nor portion of any building, nor any drive-way, nor any other structure shall be placed or maintained between the Westerly boundary of said

from. Said ten foot strip of ground running parallel to Harrison Avenue and adjacent thereto shall be used exclusively for the planting of trees and shrubs. Ingress and egress of vehicular traffic is prohibited over said ten foot strip. The Declarants, their successors, and assigns, shall have the right to plant and maintain and replace trees, shrubs and ground cover on said ten-foot strip of ground and shall have the right of ingress and egress for such purpose. The owners and contract purchasers of said lots shall maintain and care for at their own expense any and all trees, shrubs, and ground cover planted upon said ten foot strip of ground by said Declarants, their successors, and assigns, and it is hereby agreed that if any of said owners or purchasers shall fail to conform to this covenant, then the said Declarants hereby reserve the right to enter upon the property and care for and maintain said trees, shrubs, and ground cover in a healthy, neat and orderly manner, in accordance with this covenant, and the expense thereof shall become due and payable from such owner or purchaser to the Declarants within five (5) days after written demand therefor.

12. These covenants are to run with the land and shall be binding on all the parties and 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 the majority of the then owners of the lots, it is agreed to change the said covenants in whole or in part.

13. If the parties hereto, or any of them, or their heirs or assigns or grantees, shall violate or attempt to violate 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 proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants, and either prevent him or them from so doing, or to recover damages or other dues for such violation.

14. 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 affect.

WITNESS the hands of the covenantors this 27th day of Sept. 1940.

E. L. Burton  
Sylvia Burton

STATE OF UTAH )  
 : SS  
COUNTY OF WEBER )

On the 27th day of September, 1940, personally appeared before me E. L. Burton and Sylvia Burton, husband and wife, the signors of the above and foregoing instrument, who duly acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein set forth.

WITNESS my hand and notarial seal at my office in Ogden City, Weber County, Utah, the day and year in this certificate written.

My commission expires: Jan. 22, 1941  
.....  
WM. Z. TERRY, NOTARIAL SEAL STATE OF UTAH .  
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Wm. Z. Terry  
NOTARY PUBLIC  
Residing at : \_\_\_\_\_

Filed and Recorded for E. L. Burton Sep 27 10:19 AM '40

ELVA A. WILKINSON COUNTY RECORDER  
BY DEPUTY DOROTHY B. CAMPBELL

JH

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#55425

A F F I D A V I T

J. J. Brummitt, being first duly sworn on oath deposes and says:

That he is a resident of the County of Weber, State of Utah, over the age of 21 years, and competent to make affidavit.

Affiant further states that he was acquainted with John Shallenberger, who is named as the Grantee in a certain Marshall's Deed, dated October 12th, 1894 and recorded June 1st, 1896 in Book "21" of Deeds, Page 565, records of Weber County, Utah, in which said deed Lots 4 and 5 in Garfield Sub-