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Ogden

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STATE OF UTAH
COUNTY OF WEBER
FILED AND RECORDED FOR
J. R. Anderson
AUG 2 10 55 AM '52
IN BOOK 395 of Records
PAGE 368
DOROTHY B. CAMPBELL
COUNTY RECORDER

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RECORDED ABSTRACTED
COMPARED PAGED

SUNNY SLOPE SUBDIVISION
BUILDING RESTRICTIONS..

TO WHOM IT MAY CONCERN:

Take notice that the undersigned owners are causing to be platted the lands hereinafter described under the name of SUNNY SLOPE SUBDIVISION, to be situate in the Town of North Ogden, in Weber County, State of Utah, and within a tract of land described as follows:

A part of the Northwest Quarter of Section 27, Township 7 North; Range 1 West of the Salt Lake Base and Meridian, United States Survey: Beginning at a point South 89° 17' East 700.0 feet along the North line of the Northwest Quarter Section and South 1° 22' West 550.0 feet from the Northwest corner of the Northwest Quarter of said Section 27, and running thence South 89° 17' East 657.83 feet; thence South 1° 20' West 502.72 feet to the North line of the North Ogden Canyon Road, said point being on a curve; thence Southwesterly along the North line of said North Ogden Canyon Road as follows: to the left along an arc of a 749.78 foot radius curve 26.61 feet, the chord of said curve bears South 26° 34' West 26.60 feet; thence South 28° 27' East 8.25 feet; thence South 61° 33' West 561.0 feet; thence to the right along an arc of a 612.52 foot radius curve 164.63 feet, the chord of said curve bears South 69° 15' West 164.14 feet; leaving the North line of said North Ogden Canyon Road; thence North 1° 22' East 855.90 feet to the point of beginning. Excepting that portion which lies within the North Ogden Canyon Road.

RESERVATIONS, RESTRICTIONS AND COVENANTS:

The owners declare that the aforesaid land shown on the plat above referred to, and above described, is held and shall be conveyed subject to the reservations, restrictions and covenants herein set forth.

DURATION

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until March 1, 1977, at which time said Covenants shall be terminated, except as such part of such lands as may be thereafter bound by written instrument, signed, and acknowledged by the owners of any contiguous lots or blocks, or parts of blocks in such area extending, with or without amendments or additions, the terms hereof and duly recorded.

RIGHT TO ENFORCE

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 or to recover damages or other dues for such violation. In any such action the successful party shall be entitled to recover his or their counsel fees.

VALIDITY

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

GENERAL PROVISIONS

1. No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single family dwelling or one two-family dwelling not to exceed two stories in height, and a private garage for not more than 3 cars, and other outbuildings incidental to residential use of the plot.
2. No residence shall be erected in such subdivision unless it be constructed in accordance with a plan prepared by a duly licensed architect--but it shall not be necessary that the architect's plan used shall have been procured originally for the

residence so being built in such subdivision.

3. No building shall be located on any residential building plot nearer than 25 feet to the front lot line, nor nearer than 20 feet to any side street line.

4. No residential structure shall be erected on any building plot, which plot has an area of less than 6000 square feet or a width of less than 60 feet at the street frontage.

5. 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.

6. No trailer, tent, shack, or other temporary structure, and no basement, barn or garage, constructed, erected or placed on any building plot in such subdivision, may be used for residence purposes for more than a six month period, (such six months to be computed from first to last occupancy without regard to intervening non-use, and to include all occupancy of one or more of such types of shelter on such building plot,) and any such residential use may be had only while active construction of a residence proceeds on such lot, and when occupancy is by the owner of such lot, or persons employed in construction of such residence property.

7. The ground floor area of any residence, not including utility rooms, porches and garages, shall be not less than 800 square feet in the case of a one-story structure nor less than 700 square feet in the case of a one-and-one-half or two story dwelling, provided, that in the case of two family dwellings, each of the two dwelling units shall have the minimum square foot area required therein.

8. No building shall be located within 8 feet of the side line of any building plot, except that a detached garage, or other outbuilding, may be so located if its point nearest the street or streets on which such building plot faces, is not less than 60 feet away from such street or streets.

9. No poultry or animals of any kind other than house pets shall be kept or maintained on any part of said property.

10. No obstruction to view, such as a fence, wall, hedge, or mass planting shall be permitted within 25 feet of any street, except upon approval by the owners of the frontage adjacent to and within 100 feet of each side of the proposed location of such fence, wall, hedge or mass planting; but no such obstruction to a view shall be located on any corner lot within less than 50 feet of any street line.

11. No dwelling erected on any lot shown on said plat shall be used or occupied by any person not of the Caucasian race. This prohibition, however, is not intended to exclude the occupancy or use by persons not of the Caucasian race, while employed as servants on the premises.

12. No dwelling shall be erected to a height less than 10 feet.

13. The construction or maintenance of signs, billboards or advertising structures of any kind on any residential lot is prohibited, except that one sign advertising the rental or sale of property shown on the recorded plat is permitted, provided it does not exceed 5 square feet in area.

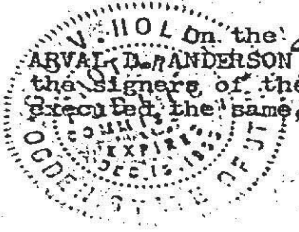
14. Utility easements, at the rear or sides of lots, where indicated on the plat of such subdivision by dotted lines similar to those so marking the utility easements between Lots 10 and 11, and between Lots 1 to 6 and 10 to 14, in Block "A", shall be reserved from each conveyance of title, for convenient installation of gas, water, electric, telephone and other utility services, and such reservation shall exist whether so mentioned in such deed or otherwise.

IN WITNESS WHEREOF, the owners of the property described herein have caused these presents to be executed this 2nd day of June, A. D., 1952.

Donald F. Anderson
Margaret D. Anderson

Don R. Ward
Carlisle Ward

STATE OF UTAH:
:SS
COUNTY OF WEBER:

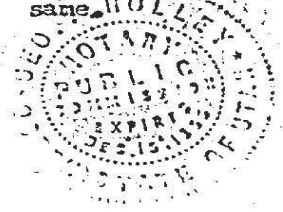


On the 2nd day of June, A. D., 1952, personally appeared before me
ARVAL D. ANDERSON and MAYSEL D. ANDERSON, husband and wife, known to me to be
the signers of the foregoing instrument, who duly acknowledged to me that they
executed the same.

Geo. H. Holley
Notary Public - Res. Ogden, Utah

My Commission Expires: Oct. 15, 1955

STATE OF UTAH:
:SS
COUNTY OF WEBER:



On the 2nd day of June, A. D., 1952, personally appeared before me
DON R. WARD and VERLIE B. WARD, husband and wife, known to me to be the signers
of the foregoing instrument, who duly acknowledged to me that they executed the
same.

Geo. H. Holley
Notary Public - Res.

My Commission Expires: Dec. 15, 1955