

781 Ben Leland Pl.

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Plotted Indexed
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Compared Page

BOOK 608 PAGE 499

STATE OF UTAH) SS 311547
COUNTY OF WEBER)
FILED AND RECORDED FOR
Douglas Stephens
APR 8 12 16 PM '59

IN BOOK 608 OF RECORD
PAGE 499-502
RUTH EAMES OLSEN
COUNTY RECORDER

Gene H. Clark

BUILDING RESTRICTIONS

TO WHOM IT MAY CONCERN:

WHEREAS, the undersigned are the owners of all of Lots Two (2) to Forty-six (46) inclusive, DUFFIN HEIGHTS, South Ogden, Weber County, Utah;

AND, WHEREAS, it is the desire of said owners to provide restrictions and protective covenants, which shall control the use and enjoyment of the said lots in Duffin Heights;

NOW, THEREFORE, in consideration of the benefits that will or may accrue to them in the disposition of lots within Duffin Heights and each of their heirs, executors, administrators and assigns and with all whom it may concern, each and all of such lots when sold and conveyed shall be owned, held and enjoyed by all persons, including the undersigned, subject to and with the benefit of the following restrictions, which are hereby declared to be covenants running with the land and binding on each and every owner thereof:

(a) All lots shall be known and described as residential lots, numbered from Two (2) to Forty-six (46), 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 three 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 30 feet or nearer to the side street line than 20 feet. 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; 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 a ground area of less than 8,000 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 \$12,000.00, shall be permitted on any lot in the tract. The ground floor area of said dwelling, exclusive of open porches and garage, shall not be less than 1,100 square feet.

-2-

(f) 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.

(g) Along the rear property line of Lots Two (2) to Twenty-two (22) inclusive (the rear being that portion which adjoins U.S. Highway 89), there shall be erected and maintained in good repair by the owner or owners of said lots a fence at least Six (6) feet in height to prevent access from these lots to U.S. Highway 89; and no vehicular access over this area shall be permitted except for the purpose of installing or maintaining the fence, utilities or drainage facilities.

(h) Along the rear property line of Lots Two (2) to Twenty-two (22) inclusive, and inside the fence heretofore mentioned in Paragraph (g) there shall be planted and maintained by the owner or owners of said lots a growing tree at least every 30 feet, starting at the Westerly corner of Lot Two (2), for the purpose of screening the rear of said lots from U.S. Highway 89.

(i) No fence shall be erected or maintained on any lot closer to the front property line than the front of any dwelling.

(j) No building shall be erected, placed or altered on any lot until the building plans, specifications, and plot plans showing the location of such building shall have been approved in writing by Douglas B. Stephens, Ben M. Clay and R. H. Willson, or their successors, for conformity and harmony of exterior design with existing structures on the other lots and as to the location of the building with respect to the property and building set-back lines. In case of the death or resignation of any of the members of such committee or in case any of the members shall dispose of all of his land in Duffin Heights then he shall automatically be deemed to have resigned; the remaining members shall have the authority to appoint a successor from any of the land owners in Duffin Heights, and such committee shall thereupon have the same authority as heretofore given to the original committee. If such committee fails to approve, or disapprove such design or location within 30 days after the plans have been submitted to the committee, or if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion of such building then such approval will not be required. Such committee shall serve without compensation and shall act until the 1st day of January, 1965, at which time a majority of the owners of lots, subject to the covenants herein, may designate in writing, duly recorded in the Weber County Recorder's Office, their duly authorized representatives who shall thereafter have all the powers and be subject to the same limitations as previously designated herein to such committee.

(k) These covenants are to run with the land and shall be binding on all persons claiming the same until January 1, 1985, 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, 1985, January 1, 1995, January 1, 2005, or at any time subsequent to July 1, 2007, as the case may be, it is agreed to change the said covenants in whole or in part.

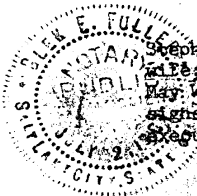
(l) If the parties hereto, or any of them, or their heirs, successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person, or persons, owning any real property, subject to the covenants herein, to prosecute any proceedings at law or in 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.

(m) 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.

Dated this 16th day of March, 1959.

Douglas B. Stephens
Elaine R. Stephens
John U. Webber
Ruth Webber
John P. Stephens
Hazel B. Stephens
R. H. Willson
Edna May Willson
Burch Creek Const & Devel Co
Walter P. Garner Pres.
Shirley A. Garner Sec.
Benton M. Clay
Isabella M. Clay

STATE OF UTAH)
 : ss.
COUNTY OF WEBER)



On the 16th day of March, 1959, personally appeared before me Douglas B. Stephens and Elaine R. Stephens, his wife; John U. Webber and Ruth Webber, his wife; John P. Stephens and Hazel B. Stephens, his wife; R. H. Willson and Edna May Willson; his wife and Benton M. Clay and Isabella M. Clay, his wife, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

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

STATE OF UTAH)
 : ss.
COUNTY OF WEBER)

On the 24 day of March, 1959, personally appeared before me Walter P. Garner and ~~Shirley A. Garner~~, who being by me duly sworn did say, each for himself: That he, the said ~~Walter P. Garner~~ is the president, and she, the said ~~Shirley A. Garner~~ is the secretary of Burch Creek Construction and Development Company, and that the within and foregoing instrument was signed in behalf of said

corporation by authority of a resolution of its board of directors and said Walter P. Garner and Walter H. Garner each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.



My commission expires: _____
My Commission Expires Oct. 31, 1961

William F. Burton
Notary Public--Residing
at Ogden, Utah

