

Diamond Hills Development Co., Inc.

RESTRICTIONS FOR DIAMOND HILLS SUBDIVISION

Dated September 19, 1960

Recorded September 19, 1960

In Book 194 of Records Davis County

Page 355

Entry No. 212140

To

WHOM IT MAY CONCERN.

Restrictions for Diamond Hills Subdivision, a subdivision of Davis County, Utah, consisting of the following described property:

All of Lots 1 to 247, both inclusive, Diamond Hills Subdivision, according to the official plat on file in the office of the County Recorder, executed by Diamond Hills Development Corporation, William D. Hill, President and H. Robert Worthen, Secretary.

A. All of the lots in said subdivision above mentioned shall be known and described as residential lots. No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single-family dwelling and a one or two car garage.

B. No building shall be located on any residential plot nearer than 30 feet to the front lot line, nor nearer than 30 feet to any side street line. No building shall be located nearer than 8 feet to any side lot line. Location of a detached garage, carport, or patio must conform with the Layton City Building Code in effect this date, August 16, 1960.

C. No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plans showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of William D. Hill, Jerry F. Bach and Diamond R. Adams or by a representative or by representatives designated by a majority of the members of said committee. In the event said committee, or its designated representative, fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it or in any event, if no suit to enjoin the erection of such building or the making of such alterations have been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. In the event of death or resignation of any member of said committee the remaining member, or members, shall have full authority to approve or disapprove such design or location or to designate a representative with like authority. Neither the members of such committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this Covenant. The powers and duties of such committee, and its designated representative, shall cease on and after February 1st, 1990, thereafter, the approval described in this covenant shall not be required unless prior to said date and effective thereon, a written instrument shall be executed by the then owners of a majority of the lots in this subdivision and duly recorded, appointing a representative or representatives who shall thereafter exercise the same powers previously exercised by said committee.

D. No structure shall be moved onto any residential lot herein before

described or any part thereof. ~~no wall~~ or wall shall be erected, placed, or altered on any lot nearer to any street than the minimum building setback line, unless approved as described in paragraph C.

E. 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.

F. No trailer, basement, tent, shack, garage, barn or other out-building 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.

G. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 900 square feet in the case of a one-story structure, nor less than 900 square feet of combined living area in the case of a split-level plan.

H. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until February 1st, 1990, at which time said covenants shall be automatically extended for successive periods of 10 years, unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

I. 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 situate 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.

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.

DIAMOND HILLS DEVELOPMENT CO., INC.
William D. Hill, President
H. Robert Worthen, Sec.

Diamond R. Adams and Ethel Vilate Adams,

To

WHOM IT MAY CONCERN.

WHEREAS, on the 20th day of April, 1962, there was filed for record and recorded in the office of the County Recorder of Davis County, State of Utah, one certain subdivision known as "DIAMOND HILLS NO. 3, SUBDIVISION", embracing certain property in the City of Layton in said County,

AND, WHEREAS, on September 19, 1960, there were filed for record and recorded in County Recorder's Office, certain protective Covenants, in Book 194, Page 355 of Records, as Entry No. 212140, which were in fact intended to embrace and include in said Diamond Hills No. 3 Subdivision, but because of a change in the number of lots within said subdivision may be misconstrued,

NOW, THEREFORE, in order to avoid any misconstruction of the intent and desire of the subdividers, we, the undersigned, do hereby state and declare that all lots within said DIAMOND HILLS NO. 3 SUBDIVISION are now subject to the protective covenants hereinabove referred to and by reference made a part hereof, and we do hereby

all lots within said subdivision shall be conveyed subject to the restrictions and covenants contained within those certain Protective Covenants dated September 19, 1960 and recorded September 19, 1960, in Book 194, Page 355 of Official Records, as Entry No. 212140.

IN WITNESS WHEREOF we have hereunto set our hands and seal this 2nd day of May, A.D. 1962.

Diamond R. Adams

Ethel Vilate Adams

described or any part thereof. No fence or wall shall be erected, placed, or altered on any lot nearer to any street than the minimum building setback line, unless approved as described in paragraph C.

E. 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.

F. No trailer, basement, tent, shack, garage, barn or other out-building 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.

G. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 900 square feet in the case of a one-story structure, nor less than 900 square feet of combined living area in the case of a split-level plan.

H. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until February 1st, 1990, at which time said covenants shall be automatically extended for successive periods of 10 years, unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

I. 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 situate 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.

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.

DIAMOND HILLS DEVELOPMENT CO., INC.
William D. Hill, President
H. Robert Worthen, Sec.

Diamond R. Adams and Ethel Vilate Adams,

To

WHOM IT MAY CONCERN.

CERTIFICATE AND DECLARATION
Dated May 2, 1962
Recorded May 2, 1962
In Book 241, Page 255

WHEREAS, on the 20th day of April, 1962, there was filed for record and recorded in the office of the County Recorder of Davis County, State of Utah, one certain subdivision known as "DIAMOND HILLS NO. 3, SUBDIVISION", embracing certain property in the City of Layton in said County,

AND, WHEREAS, on September 19, 1960, there were filed for record and recorded in said County Recorder's Office, certain protective Covenants, in Book 194, Page 355 of Official Records, as Entry No. 212140, which were in fact intended to embrace and include the lots in said Diamond Hills No. 3 Subdivision, but because of a change in the numbering of the lots within said subdivision may be misconstrued,

NOW, THEREFORE, in order to avoid any misconstruction of the intent and desire of said subdividers, we, the undersigned, do hereby state and declare that all lots included within said DIAMOND HILLS NO. 3 SUBDIVISION are now subject to the protective Covenants hereinabove referred to and by reference made a part hereof, and we do hereby agree that