

RESTRICTIONS FOR DIAMOND HILLS SUBDIVISION

*Diamond Hills lots 13 247 incl.*

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 B. 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 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.

*W. D. Hill Realty*

*445 E. 3rd St  
-322*

Recorded at request of SECURITY TITLE COMPANY, Old # No. 3,000  
Date SEP 19 1960  
by *James H. Boyles* Deputy Book 194  
of M. FAMILY T. ELDREDGE Recorder Davis County U.S.S.

Platted  Abstracted   
On Margin  Indexed   
Compared  Entered

*See Certificate & Declaration in Book 241 Page 255  
324  
260  
See Abstract in Book 408 Page 195-6-7 437 & 440*



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SUBDIVISION

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  
Secretary

ACKNOWLEDGMENT

State of Utah ss  
County of Davis

On this 19<sup>th</sup> day of September A.D. 1960, personally  
appeared before me, the undersigned Notary Public in and for  
said County of Salt Lake in said State of Utah, William D. Hill,  
President, and H. Robert Worthen, Secretary of Diamond Hills  
Development Co., Inc., a Utah Corporation, who being by me duly  
sworn did say that they are the President and the Secretary of  
said corporation, and the accompanying instrument was signed in  
behalf of the said corporation by authority of a Resolution of  
its Board, and William D. Hill and H. Robert Worthen acknowledged  
to me that the said corporation executed the same.

Residing in Davis County, Utah

My commission expires Dec 23, 1961

[Signature]  
Notary Public

