

3.00

Fee Paid

Order No.

SEP 19 1960

at 2:30 P.M.

Recorded at request of SECURITY TITLE COMPANY

Emily T. Eldredge

Recorder Davis County

Page 355

Book 194

Deputy

By Bruce P. Byler

Platted

Abstracted

On Margin

Indexed

Compared

Entered

RESTRICTIONS FOR DIAMOND HILLS SUBDIVISION

355

Diamond Hills Lots 1 to 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 H. Robert Warthen, 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 Secretary
445

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 19th 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