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Oak Ridge Terrace #1. 1st Lt.

N. V. SANDERS INVESTMENT CO.

DECLARATION OF BUILDING AND USE RESTRICTIONS

-to-

Recorded
Book
Page
Entry No.
Dated June 1, 1964

WHOM IT MAY CONCERN:

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, N. V. SANDERS INVESTMENT CO., being the owner of the following property and premises situated in Davis County, Utah, and described as follows:

All lots in Oakridge Terrace #1, according to the official plat thereof on file and of record in the Office of the County Recorder of Davis County, Utah, as Entry #221550, in Book S, Page 179 thereof.

does hereby establish the nature of the use and enjoyment of those lots in said subdivision. All conveyances or other transfer of said lots shall be made subject to the following conditions, restrictions and stipulations:

1. LAND DESCRIBED. Said lots shall be known and described as "Residential Building Lots".

2. USE OF LAND -COST AND FRONTAGE. No part of said land shall be improved, used or occupied for any other than private residence purposes, and no store, hospital; church, place of business, flat or apartment house shall be erected thereon. Any residence erected or maintained thereon shall be designed for not more than one family occupancy, and shall be a detached single-family dwelling, with a private garage for not more than three cars. Any family residence erected on said lands shall cost not less than \$40,000.00, exclusive of land value. The ground floor square foot area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1800 square feet.

3. DWELLING SET BACK AND FREE SPACE. No building shall be erected on any residential building plot nearer than 30 feet from the front lot line, nor nearer than 20 feet from any side street line. No building, except a detached garage situated 60 feet or more from the front lot line, shall be located nearer than 12 feet from any side lot line. Such detached garage may be not nearer than 6 feet from any side lot line.

4. SIZE OF LOTS. No part of the property shall be resubdivided into building lots having less than 10,000 square feet of area or a width of less than 100 feet at the said front building set-back line.

5. TEMPORARY RESIDENCES PROHIBITED. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted, nor shall any prefabricated structure be moved onto the property.

Recorded at Davis County, Utah, on JUN 12 1964
Date
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Book
Page 370
Recorder Davis County
Deputy
EMILY T. L. REDGE
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6. NUISANCES

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(a) No noxious or offensive trade shall be carried on upon any part of said land nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(b) No livestock or poultry, including but not by way of limitation, horses, cows, donkeys, sheep, goats, swine, chickens, turkeys, or pigeons, shall be kept on any of the lots. Only household pets will be permitted.

(c) With the exception of one "For Rent" or "For Sale" sign, no advertising signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any lot; nor shall the lots be used in any way or for any purpose which may endanger the health or unreasonably disturb the holder of any other lot.

(d) All rubbish, trash or garbage shall be removed from the lots and shall not be allowed to accumulate thereon.

7. COMMITTEE. No building shall be erected, placed, or altered on any building plot in this subdivision, nor any excavation begun until the building plans, specifications and plot plan 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 R. V. Sanders, Verle A. Walker and H. K. Brown, or by a representative designated by a majority of the members of said Committee. Any landscape plans for a building lot must be approved in writing by the Committee before the work is begun. In the event of death of or resignation of any member of said Committee, the remaining member or members shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. The Committee shall have the right to refuse to approve any such plans or specifications or landscaping plans not suitable or desirable, in its opinion, for aesthetic or other reasons, and in so passing upon such plans or specifications, it shall have the right to take into consideration the suitability of the proposed building or other structure, and of the materials of which it is to be built, to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the building or other structure as planned, on the outlook from the adjacent or neighboring property. All subsequent additions to or changes or alterations in any building, fence wall or other structure shall be subject to the prior approval of the Committee. In the event said committee, or its designated representative, fails to approve or disapprove such design and location, within 60 days after said plans and specifications have been submitted to it in writing, such approval will not be required and this covenant will be deemed to have been fully complied with. Such submission may be in person or by United States mail to any one of the Committee. 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 of its designated representative, shall cease on and after 30 years from the date hereof. Thereafter the approval described in this covenant shall not be required unless, prior to said date and effective thereon, a written

372 instrument shall be executed by the then record 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.

8. VIOLATIONS AND DAMAGES. If the parties hereto, or any of them or their heirs, successors or assigns, shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any other person or persons owning any of said land to prosecute any proceedings at law or in equity against the person or persons violating any such covenant or restriction to prevent him or them from so doing or to recover damages for such violation, or both.

9. PERSONS BOUND BY THESE RESTRICTIONS. The covenants and restrictions are to run with the land and all persons and corporations who now own or shall hereafter acquire any interest in any of the land hereinbefore described shall be taken and held to agree and covenant with the owners of said land and with their heirs, successors and assigns, to conform to and observe the above covenants, restrictions and stipulations as to the use thereof and construction of residences and improvements thereon for a period from date hereof to continue for thirty (30) years, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the then owners of said lots and land it is agreed to change said covenants in whole or in part.

10. SAVING CLAUSE. Invalidation of any one of these covenants by judgment, court order or otherwise shall in no wise affect any of the other provisions, which shall remain in full force and effect.

N. V. SANDERS INVESTMENT CO.

ATTEST:

BY N. V. Sanders

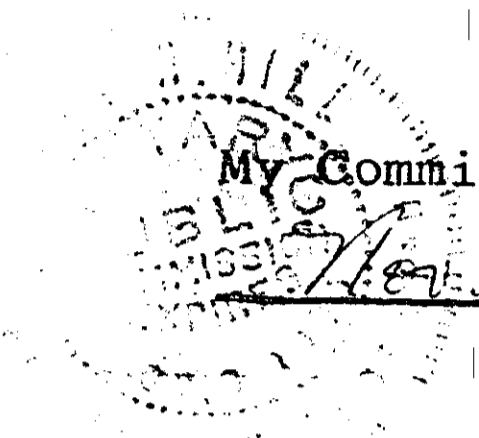
Cloven J. Sanders
[Notary Seal]

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On the 10th day of June, 1964, personally appeared before me N. V. Sanders and Cloven J. Sanders, who being by me duly sworn did say, each for himself, that he, the said N. V. Sanders is the President, and he, the said Cloven J. Sanders is the Secretary of N. V. SANDERS INVESTMENT CO., 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 N. V. Sanders and Cloven J. Sanders each duly acknowledged to me

that said corporation executed the same and that the seal affixed is the seal of said corporation.

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My Commission Expires:

Nov. 8, 1965

Stan W. Hill

NOTARY PUBLIC

Residing in

Kaysville, Utah