

*Simmons & Wiberg
Layton - Utah*

313458

STATE OF UTAH 370
COUNTY OF WEBER

BOOK 611 PAGE 387

Simmons & Wiberg
FILED FOR

MAY 8 3 23 PM '59

Referenced Indexed
Abstracted
Maps

OUTLINE OF PROTECTIVE COVENANTS
FOR DEVELOPMENT OF
RON-CLARE VILLAGE NO. 2

IN BOOK 611 OF RECORD
PAGE 387-389
RUTH EAMES OLSEN
COUNTY RECORDER

William H. Peterson

PART A. PREAMBLE

For the purpose of sound development of this area to maintain value levels and contribute to the character of this neighborhood, Simmons & Wiberg Investment Corporation, the legal owners of the within described land, cause these restrictions and protective covenants to be placed upon this property:

All of LOTS 113 through 223 RON CLARE VILLAGE NO. 2 a subdivision located in the Northwest Quarter of Section 9 Township 6 North, Range 1 West, Salt Lake Base and Meridian, in the City of Ogden, County of Weber, State of Utah according to the official plat thereof.

PART B. AREA OF APPLICATION

The residential area covenants in Part C in their entirety shall apply to the above described property.

PART C. RESIDENTIAL AREA COVENANTS

C-1 Land Use and Building Type. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed one story in height and a private garage for not more than two cars.

C-2 Architectural Control. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in Part D.

C-3 Dwelling Cost, Quality and Size. No dwelling shall be permitted on any lot at a cost less than \$9,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling sizes. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1,000 square feet.

C-4 Building Location. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building set-back and side-lot restrictions prescribed by Ogden City Zoning Ordinances. In no event shall any building be located on any lot nearer than thirty (30) feet to the front lot

line, or nearer than twenty (20) feet to any side street line. No building shall be located nearer than eight (8) feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located thirty (30) feet or more from the minimum building set-back line. No dwelling shall be located on any interior lot nearer than eight (8) feet to the rear lot line. For the purpose of this covenant, eaves, steps, and open porches shall not be construed to permit any portion of a building, on a lot, to encroach upon another lot.

C-5 Lot Area and Width No lot shall be resubdivided into, nor shall any dwelling be erected or placed on, any lot having a width of less than sixty (60) feet at the building set-back line or containing less than six thousand (6000) square feet.

C-6 Easements Easements for installation and maintenance of utilities, irrigation and drainage facilities are reserved as shown on the recorded plat and over the rear ten (10) feet of each lot.

C-7 Nuisances No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

C-8 Temporary Structures No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporary or permanent.

PART D. ARCHITECTURAL CONTROL COMMITTEE

D-1 Membership. The architectural control committee is composed of the planning commissions of the City of Ogden. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining member shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

D-2 Procedure. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been full complied with.

PART E. GENERAL PROVISIONS

E-1 Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

E-2 Enforcement. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violations or to recover damages.

E-3 Severability. Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

PART F. ATTEST

The officers who sign these covenants hereby certify that these covenants were authorized under a resolution duly adopted by the board of directors of the corporation at a lawful meeting duly held and attended by a quorum.

IN WITNESS WHEREOF, the corporation has caused its corporate name and seal to be hereunto affixed by its duly authorized officers this 29th day of April 1959.

SIMMONS & WIBERG INVESTMENT CORPORATION

By Clarence S. Simmons
President

Ruth E. Simmons
Secretary-Treasurer

STATE OF UTAH)
) ss.
County of Davis)

On the 29th day of April A.D. 1959 personal appeared before me Clarence S. Simmons and Ruth E. Simmons who being by me duly sworn did say each for himself that he, the said Clarence S. Simmons is the president and she, the said Ruth E. Simmons is the secretary of Simmons & Wiberg Investment Corporation, 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 Clarence S. Simmons and Ruth E. Simmons each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

Everett Allen
Notary Public
Residing at Layton, Utah
My Commission Expires

