

P.O. Box 1244

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STATE OF UTAH } ss 6.50  
COUNTY OF WEBER }  
FILED AND RECORDED FOR  
*John H. Colman*  
APR 28 8 31 AM '60

BOOK 645 PAGE 200

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IN BOOK 645 OF RECORD  
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RUTH EAMES OLSEN  
COUNTY RECORDER

RESTRICTIVE COVENANTS  
FOR

*Edith W. Kuhn*

EYRIE MEADOW SUBDIVISION NO. 2 TO OGDEN CITY, UTAH

WHEREAS, the undersigned, EDMAN AND JOLLEY CONSTRUCTION COMPANY, a partnership consisting of JOHN N. EDMAN and GIDEON T. JOLLEY, co-partners, is the owner of the lands hereinafter described; and,

WHEREAS, it is the desire of the undersigned owner to place these restrictions and covenants upon said land hereinafter described for the mutual benefit and protection of future owners of said lands, their heirs, administrators, executors, successors and assigns.

NOW, THEREFORE, for the mutual benefit and protection of the undersigned and future owners of the lands hereinafter described, their heirs, administrators, executors, successors and assigns, the following restrictions and covenants are hereby placed upon all and every part of the following described lands situate in Weber County, State of Utah:

A part of the Southwest Quarter of Section 4 and a part of the Southeast Quarter of Section 5, Township 6 North, Range 1 West of the Salt Lake Base and Meridian, United States Survey:

Beginning at a point on the East line of Washington Boulevard in Ogden City, Weber County, Utah, said point being North 851 feet and North 89 deg 10' West 594.94 feet, more or less, from the Southeast corner of said Section 5; said point also being North 0 deg. 50' 15" East 4878.11 feet along the center line of Washington Boulevard and South 89 deg. 10' East 66 feet from the Ogden City Survey monument at the intersection of the center lines of North Street and Washington Boulevard; and running thence North 0 deg. 50' 15" East 1,116.35 feet along the East line of said Boulevard; thence North 89 deg. 09' East 149.12 feet; thence South 89 deg. 10' East 0.88 feet; thence North 0 deg. 50' East 150.02 feet; thence North 89 deg. 09' East 776.84 feet; thence South 51 deg. 10' East 121 feet; thence North 38 deg. 50' East 100.40 feet; thence North 89 deg. 09' East 77.96 feet; thence South 51 deg. 10' East 163.99 feet; thence North 38 deg. 50' East 136.06 feet; thence North 89 deg. 09' East 51.38 feet; thence South 51 deg. 10' East 31.84 feet; thence to the left along the arc of a 20 foot radius curve 27.23 feet, the long chord of said curve bears North 89 deg. 49' 53" East 25.17 feet; thence to the right along the arc of a 235 foot radius curve 37.12 feet, the long chord of said curve bears North 55 deg. 21' 18.5" East 37.09 feet; thence North 89 deg. 09' East 115 feet; thence South 0 deg. 51' East 30 feet; thence South 18 deg. 10' East 80 feet; thence South 62 deg. 45' East 85 feet; thence North 82 deg. 00' East 75.59 feet; thence North 87 deg. 40' East 147.37 feet; thence South 89 deg. 10' East 405.98 feet; thence South 76 deg. 02' East 61.61 feet; thence South 89 deg. 10' East 104.61 feet; thence South 0 deg. 50' West 700.51 feet; thence South 3 deg. 00' East 155.35 feet to the Northeast corner of Lot 4, Block 8, Eyrie Meadow Subdivision No. 1; thence North 89 deg. 10' West 115 feet; thence North 44 deg. 24' West 84.51 feet; thence North 89 deg. 10' West 367 feet; thence North 78 deg. 14' West 80.64 feet; thence North 65 deg. 00' West 125.77 feet; thence North 51 deg. 10' West 461.73 feet; thence South 38 deg. 50' West 165 feet; thence North 51 deg. 10' West 590.01 feet; thence to the left along the arc of a 633.44 foot radius curve 52.70 feet, the long chord of said curve bears North 53 deg. 33' West 52.68 feet; thence South 0 deg. 50' West 978.78 feet, to a point on a curve, the tangent at said point bears South 70 deg 36' West; thence to the right along the arc of a 267 foot radius curve 94.29 feet, the long chord of said curve bears South 80 deg. 43' West 93.80 feet; thence North 89 deg. 10' West 726 feet to the point of beginning.

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1. All of said lots of Eyrie Meadow Subdivision No. 2 to Ogden City, Utah, shall be known and described as residential lots. No structure shall be erected, placed or maintained upon any lot of said Subdivision other than one detached single family dwelling, not to exceed two stories in height and a private attached or detached garage for not more than three cars, and shelters, tool houses and non-commercial green houses.

2. No building shall be located on any of said lots of said Subdivision nearer than 30 feet to the front line, nor nearer than twenty feet to any side street line; no building, except a detached garage or other outbuilding located forty-five feet or more from the front lot line shall be located nearer than eight feet to any side lot line, and no dwelling shall be located on any interior lot nearer than twenty-five feet to the rear lot line.

3. No single family residential structure shall be erected or placed on any building plot or lot of said Subdivision which plot has an area of less than 7,000 square feet or a width of less than sixty-five feet at the front building set back line. 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.

4. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the Subdivision 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.

5. No dwelling costing less than \$11,000.00 shall be permitted on any lot in said Subdivision. The ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than 900 square feet nor less than 900 square feet for a dwelling of more than one story.

6. No fence or wall shall be erected, placed or altered on any lot of said Subdivision nearer to any street than the minimum building set back line unless approved by the Architectural Control Committee as hereinafter set forth.

7. Easements affecting all lots in such Subdivision are reserved as shown on the recorded plat, for utility installation and maintenance, and for the distribution of water from the Weber Basin Water Conservancy District.

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8. No building, fence, wall or other structure shall be commenced, erected, or maintained, nor shall any addition to or change or alteration therein be made in such Subdivision until plans and specifications therefore, showing the nature, kind, shape, height, materials, floor plans, color schemes, locations, and approximate cost of such building, fence, wall or other structure and the grading, and landscaping plan of the portion of the above described Subdivision to be built upon and otherwise used in connection therewith shall have been submitted to and approved in writing by the Architectural Control Committee to consist of John N. Edman, Gideon T. Jolley and Stephen Mac Donald, and a copy thereof as finally approved lodged permanently with such committee, Such committee shall have the right to refuse to approve any such plans or specifications or parking, landscaping or grading plan which are not suitable or desirable, in the opinion of a majority of such committee, for any reason; that in so passing upon such plans, specifications or landscaping or grading plans, such committee shall have the right to take into consideration, among other things, the suitability of the proposed building, fence, wall or other structure, planting, landscaping, grading and parking, and of the materials and colors to be used, the site upon which it is proposed to erect the same, the harmony and effect thereof with the surroundings, and the effect thereof on the outlook from the adjacent and neighboring property.

In the event such committee fails either to approve or disapprove such plans or specifications within thirty (30) days after the same shall have been delivered to any member of such committee, such approval or disapproval will not be required and this covenant and restriction shall thereupon be deemed to be fully complied with.

In the event of the death or resignation or the refusal or inability to act of any member of such committee, the remaining members shall have full authority to approve or disapprove such plans and specifications and to designate and appoint a successor member of such committee to fill any such vacancy with like authority.

9. These restrictions and covenants shall be valid and binding and continue in force and effect until the 10th day of May 1985 after which time such restrictions and covenants may be altered, changed,

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amended, enlarged or abolished, in any or all particulars, whenever a majority of the then record owners of the land, lots or parcels of land situate within the boundaries of the above described Subdivision shall unite in signing and executing an agreement or resolution to such effect, which agreement or resolution shall thereupon be recorded at the office of the County Recorder of Weber County, Utah, and shall thereupon be valid and binding upon all and every part of the premises above described, the owners thereof and their heirs, executors, administrators, successors and assigns.

10. Each of the restrictions and covenants herein contained shall be considered as restrictions and covenants running with the land and shall be for the benefit of and bind the undersigned and all persons, firms, corporations or parties to whom the undersigned may convey said premises, or any part thereof, or who may derive title to said premises, or any part thereof, from the undersigned and each of their heirs, administrators, executors, successors and assigns.

11. That if the undersigned or any persons, firms, corporations or parties to whom the undersigned may convey said premises, or any part thereof, or who may derive their title thereto from the undersigned or their heirs, administrators, executors, successors or assigns, shall violate any of the restrictions or covenants contained herein it shall be lawful for any person, firm, corporation or party, or any one or more of them, then owning any part of the real property situate within the boundaries of the premises hereinabove described to prosecute any proceeding or suit, at law or in equity, against the person, firm, corporation or party, or any one or more of them, violating, attempting or about to violate any of the restrictions and covenants contained herein and to restrain, enjoin or otherwise prevent him or them from so doing and to recover any damages, or other dues for such violation or attempted violation.

12. The invalidation of any of the restrictions or covenants contained herein by the lawful order or judgment of any Court having jurisdiction shall in no wise affect or invalidate any of the other restrictions or covenants contained herein but the same shall remain in full force and effect.

IN WITNESS WHEREOF, the parties to these restrictions and covenants have hereunto set their hands and seals this 6th day of April, 1960.

EDMAN & JOLLEY CONSTRUCTION, a partnership

By *John N. Edman*  
John N. Edman

By *Gideon T. Jolley*  
Gideon T. Jolley  
CO-PARTNERS

STATE OF UTAH, )  
                  ) SS.  
COUNTY OF WEBER)

On the 6th day of April, 1960, personally appeared before me JOHN N. EDMAN and GIDEON T. JOLLEY, who being by me each duly sworn, did say that they are the partners respectively of EDMAN & JOLLEY CONSTRUCTION COMPANY, a partnership, and the said John N. Edman and Gideon T. Jolley duly acknowledged to me that they signed the foregoing instrument in behalf of said partnership.

*W. Earl Cowley*  
NOTARY PUBLIC

Residing at Ogden, Utah

My Commission Expires:  
May 3, 1961

