

Anderson Lumber Co.
PO Box 711

FILED AND RECORDED FOR
Anderson Lumber Co.
519002 \$5.00
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BOOK 914 PAGE 289

Platted Indexed
Recorded Abstracted
Compared Page

RUTH EAMES OLSEN
WEBER COUNTY RECORDER
CITY
Ruth Eames Olsen

RESTRICTIVE COVENANTS
Dated _____
Recorded _____
At _____ .M.
In Book _____ of Records,
Page _____
Entry No. _____

KNOW ALL MEN BY THESE PRESENTS:

That ANDERSON LUMBER COMPANY, a corporation of the State of Utah, being the owner of the real property hereinafter described, does hereby certify and declare that the following restrictive covenants are hereby imposed upon all lots embraced within Orchard Park Estates #2, Ogden City, Weber County, State of Utah, as platted and described as follows:

ORCHARD PARK ESTATES NO. 2, according to the official plat thereof, recorded in the Office of the County Recorder of Weber County, State of Utah.

The covenants hereinafter specifically set forth are to run with the land and shall be binding on all parties and all persons claiming under them until thirty years from date, at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of a majority of the then owners of said lots it is agreed to change said covenants in whole or in part.

If any party hereto, their heirs or assigns shall violate or attempt to violate any of the covenants herein contained to be kept by them it shall be lawful for any person or persons owning any real property situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate the same, either to enjoin or prohibit any such violation or for damages or other compensation or both for any such violation.

In the event any of the covenants herein contained or any part thereof be declared invalid by any court of competent jurisdiction, the remainder thereof shall in no ways be effected by such judgment, but shall remain in full force and effect.

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1. All lots in said tract shall be known and described as residential lots. No structures shall be erected, altered, placed, or permitted to remain upon any lot other than one detached single family dwelling; such dwelling not to exceed one and one-half stories in height, a private or carport garage for no more than two cars and other out buildings approved in advance in writing by the committee.

2. No building shall be erected, placed or altered upon any lot in said subdivision until the building plans and specifications and the plot plan, showing the location of such building upon such lot, shall have been approved in writing, as to the conformity and harmony of external design with existing structures in the subdivision, as to location of the structure with respect to topography and finished ground elevation, and as to type and quality of materials as shown in plans and specifications. Said Company may, in writing, designate by a majority of its members, a representative to act in the place and stead of said committee. In the event of their death or resignation of any member of said company, the remaining member or members shall have full authority to approve or disapprove any design or location presented to them or to designate a representative to act for them in their stead. In the event any plans, specifications or locations shall not be approved or disapproved in writing within 30 days after the same have been submitted to the company, or in any event, if no suit to enjoin the erection of any proposed structure of the making of any such alteration has been commenced prior to the completion thereof, the same shall be considered and this covenant fully complied with. Neither the members of this company or its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of said committee and the members thereof shall cease on and after fifteen years from date. 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 record owners of a majority of the lots in the subdivision and duly recorded extending or continuing the duration of said committee and its powers.

3. No structure shall be located on any lot nearer to

the front line or side line than the minimum building setback lines. In any event, no building shall be located on any lot nearer than 30 feet to the front lot line or nearer than 20 feet to any side street line. No building shall be located nearer than 8 feet to an interior lot line except a detached garage or other out buildings located 45 feet or more from the minimum building setback line and shall not be located nearer than two feet to any side lot line nor nearer than 15 feet to any dwelling, and no dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line.

4. No residential structure shall be erected or placed on any building lot which has an area of less than 8000 square feet or a width of less than 75 feet at the front building setback line with no exceptions.

5. No noxious or offensive trade or activity and no nuisance shall be carried on upon any lot nor shall anything be done which may be or become an annoyance in the neighborhood.

6. No trailer, basement, tent, shack, garage, barn or other out-building erected in the subdivision, shall, at any time, be used as a residence, nor shall any structure be placed upon any lot in said subdivision except by constructing the same on the site of said lot.

7. No dwelling shall be erected upon any lot in said subdivision, the main ground floor area of which, (exclusive of one story, open porches and garages), shall be less than 1000 square feet, in the case of a one story structure, nor less than 850 square feet in the case of a one and one-half story structure.

8. The foundation line of all buildings shall be at least 18 inches above the street sidewalk level.

9. No structure erected in said subdivision shall be built upon a foundation higher than thirty inches above the finished grade of lot.

10. No fence shall extend beyond the front setback line of dwellings.

11. Easements for installation and maintenance of

utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

12. No dwelling shall be constructed on any lot in said subdivision that does not maintain a standard of workmanship and quality of materials customarily found in homes ranging from \$17,500 to \$20,000 or higher, based upon prevailing cost levels in the Ogden area at the terms of construction.

ANDERSON LUMBER COMPANY

BY Darrell Crawford
Darrell Crawford
Secretary - Treasurer



STATE OF UTAH)
:SS
County of Weber)

On the 9th day of April, 1969, personally appeared before me Darrell Crawford, who being by me duly sworn did say that he is the Secretary - Treasurer of Anderson Lumger Company, 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 Darrell Crawford duly acknowledged to me that said corporation executed the same.

James C Beardsall
Notary Public
Residing at: Ogden, Utah
My Commission Expires: 11-25-70

