

Mail
Anderson Lumber Co
Ogden, Utah
Box 711

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Filed Indexed
Recorded Abstracted
Compared Page

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FILED AND RECORDED FOR

Anderson Lumber Co 5-00

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Restrictive Covenants

RUTH EAMES OLSEN
WEBER COUNTY RECORDER
DEPUTY Marian L. Whelan

KNOW ALL MEN BY THESE PRESENTS: That we, ANDERSON LUMBER COMPANY
A CORPORATION of Ogden in Weber, State of Utah, being the owners of the
real property hereinafter described, do 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 owing 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.

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

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 garage or carport for no more than two cars and other
out buildings approved in advance in writing by the committee.

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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. The committee authorized to examine the same shall consist of Executive Committee Anderson Lumber Company, of Ogden, Weber County. Said committee 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 committee, 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 and 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 committee, or in any event, if no suit to enjoin the erection of any proposed structure or 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 committee or its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

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 be constructing the same on the side 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 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 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 \$17,000.00 to \$25,000.00 or higher, based upon prevailing cost levels in the Ogden area at the time of construction.

IN WITNESS WHEREOF the party hereto, has caused its corporate name and seal to be hereunto affixed by its duly authorized officers this 6th day of November A.D. 1969.

James C. Beardall
Secretary

Anderson Lumber Co.
Company
BY E. LeRoy Anderson
President

State of Utah)
)SS
County of Weber)

On the 6th day of November 1969, personally appeared before me E. LeRoy Anderson, who being by me duly sworn, did say that he is the President of the Anderson Lumber Company, and that said instrument was signed in behalf of said corporation by authority of a resolution of its Executive Committee and the said E. LeRoy Anderson acknowledged to me that said corporation executed the same.

Commission expires
Nov 25, 1970

James C. Beardall
Residing at Ogden, Utah