

RESTRICTIVE COVENANTS

That the undersigned, Reliance Realty Company, a Corporation of Utah, of Ogden City, Weber County, Utah and Louis Dresti are the owners of a certain tract of land, situate in Weber County, State of Utah, described as follows:

All of Lots 1 to 79, inclusive, of BEN LOMOND HEIGHTS.

WHEREAS, the said Company has subdivided said land and building lots in a subdivision designated BEN LOMOND HEIGHTS, and has filed or is about to file and record a plat thereof duly certified and acknowledged as required by the law, with the County Recorder of Weber County, State of Utah; and

WHEREAS, it is the Company's desire, in connection with the subdivision and platting of said land, and as a general building plan for protection of all persons who may become owners of lots or parcels of land within said subdivision to provide for certain restrictions which shall control the use and enjoyment of the said lots or parcels of land within said subdivision.

NOW, THEREFORE, in consideration of the premises and of the benefit that will or may accrue to them in the disposition of lots or parcels of land within the said subdivision and their and each of their heirs, executors, administrators and assigns, and with all whom it may concern, that each and all of said lots or parcels of land shall be owned by them and when sold and conveyed, shall be owned, held and enjoyed by all persons who may become the owners thereof, and each of them, and their and each of their heirs, executors, administrators and assigns, subject to and with the benefit of the following restrictions which are hereby declared to be covenants, running with the land and binding upon each and every owner thereof, to-wit:

A. All Lots in the tract shall be known and described as residential lots, except lots numbered 17, 18, 19, 20 and 21, all inclusive, which lots may be used for commercial purposes. No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached, single family dwelling, not to exceed one and one-half stories in height, and a private garage for not more than two cars.

B. No building shall be erected, placed or altered on any residential building plot in this subdivision until the building plans, specifications and plot plans showing the location of such building shall have been approved in writing by a majority of a committee composed of W. Eccles, Baird, George D. Cardon and Fred Vicks, or their authorized representative, for conformity and harmony of external design with existing structures in the subdivision; and as to the location of the building with respect to property and building set back lines. In case of the death of any member or members in said committee, the surviving member or members shall have authority to approve or disapprove such design or location. If the aforesaid committee or their authorized representative fails to approve or disapprove such design or location within 30 days after plans have been submitted to it, or if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required. Said committee or their authorized representative shall act without compensation. Said committee shall act and serve until the first day of July, 1947, at which time the then record owners of a majority of the lots which are subject to the covenants herein set forth may designate in writing duly recorded among the land records their authorized representative who thereafter shall have all the powers subject to the same limitations as were previously delegated herein to the aforesaid committee.

C. No building shall be located nearer to the front lot line or nearer to the side street line than 20 feet. In any event, no building shall be located on any residential building plot nearer than 20 feet to the front or side street line. No building except a garage or other outbuilding located 50 feet or more from the Street line, shall be located nearer than 5 feet to any side lot line.

D. No residential structure shall be erected or placed on any building lot or plot, which plot has an area of less than 5,000 square feet, nor a width of less than fifty feet at the front building set back line, Excepting upon Lots numbered 17, 18, 19, 20 and 21, all inclusive.

E. No residential structure shall be erected or placed on any building lot or plot, which plot has an area of less than 5,000 square feet, nor a width of less than fifty feet at the front building set back line.

F. No persons of any other race than the Caucasian race shall use or occupy any building or any lot, except that this covenant shall not prevent occupancy by domestic servants of a different race domiciled with an owner or tenant.

G. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on the tract shall at any time be used as a residence.

H. No dwelling costing less than \$3,000.00 shall be permitted on any residential lot in the tract. The ground floor area of the structure, exclusive of one story, open porches and garages, shall not be less than 500 square feet, if one story and 660 square feet if one and one-half story.

I. An easement is reserved over each lot for utility installation and maintenance.

J. 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.

K. These covenants are to run with the land and shall be binding on all persons claiming under them until January 1, 1967, at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of the majority of the then owners of the lots it is agreed to change the said covenants in whole or in part.

L. If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent him or them from doing so to recover damages, or other dues for such violation.

M. In validation of any one of these covenants by judgment or Court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, RELIANCE REALTY COMPANY has caused this instrument to be signed by its duly authorized officers and its seal hereunto affixed and Louis Dresti has caused his signature to be hereunto affixed this 20th day of July, A.D., 1942.

RELIANCE REALTY COMPANY

By W. Eccles Baird
President

Attest: Fred J. Vicks
Secretary

Louis Dresti

STATE OF UTAH)
:ss
COUNTY OF WEBER)

On the 20th day of July, 1942, personally appeared before me, W. Eccles Baird and Fred J. Vicks, known to me to be the President and Secretary, respectively, of the Reliance Realty Company, a corporation, who, being by me duly sworn, did say that they signed the above and foregoing instrument and caused the corporate seal of said corporation to be thereunto affixed for and on behalf of said corporation and as its act and deed by authority of a resolution of its Board of Directors, and the said W. Eccles Baird and the said Fred J. Vicks severally acknowledged to me that said corporation executed the same.

My Commission Expires November 11, 1945.

Dean Carlson
Notary Public
Residing at Ogden City, Weber County, Utah



STATE OF UTAH)
:ss
COUNTY OF WEBER)

On the 20th day of July, 1942 personally appeared Louis Dresti, the signor of the above instrument, who duly acknowledged that he executed the same.

My Commission Expires November 11, 1945

Dean Cardon

Notary Public

Residing at Ogden City, Weber County, Utah



JUL 28 3 52 PM '42

BOOK _____ OF _____
PAGE _____

COUNTY RECORDER
BY DEPUTY

JUL 28 3 51 PM '42

BOOK _____ OF _____
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COUNTY RECORDER
BY DEPUTY

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STATE OF UTAH)
COUNTY OF WEBER)
RECORDED AND RECORDED FOR

Dean Cardon

JUL 28 3 52 PM '42

BOOK 155 OF Leases
PAGE 443

*Dorothy B Campbell
& Charlotte Jacobs*

COUNTY RECORDER
BY DEPUTY

ABSTRACTED
INDEXED
PAGED

PLATTED
RECORDED
COMPARED