

RECORDER'S NO. 76547G RECORDED May 25, 1961  
 FEE \$ 7.80 TIME 1 <sup>AM</sup> PM BOOK 147 PAGE 622  
 CORA L. NIELSON - BOX ELDER COUNTY RECORDER *Cora L. Nielson*

CONDITIONS AND RESTRICTIONS ON "LINDSAY PARK", PLAT V  
A Subdivision in Brigham City, Box Elder County, Utah

I. LAND USE AND IMPROVEMENT.

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 and not to exceed 2 stories in height and a private garage or carport for not more than 2 cars.

II. DWELLING COST, QUALITY AND SIZE.

No dwelling shall be permitted on any lot at a cost of 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 a quality of workmanship and material 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 size. The ground floor area of the main structure, exclusive of porches and garages, shall be not less than 1,000 square feet for a one-story dwelling, nor less than 1,000 top floor square feet for a dwelling of more than one-story.

III. APPROVAL OF PLANS.

A. No building shall be erected, placed or altered on any lot until the construction plans and specifications and plot plans have been submitted to and approved in writing as to conformity and harmony of external design and as not interfering with the reasonable enjoyment of any other lot or plot by a committee composed of CLAUDE T. LINDSAY, Frank E. Douglas, and C. Neil Smith; a majority of the committee may designate a representative to act for it. 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.

B. In the event of death or resignation of any member of the committee, the remaining members of a committee, shall have full authority to designate a successor, and neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

C. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or to return and restore to it any of its powers and duties.

D. Failure by said committee or its designated representative to approve or disapprove such plans and specifications within 30 days after receipt of a proper presentation, approval of such plans and specifications will be deemed to have been made, provided such proposed construction complies with all other provisions of this declaration.

IV. BUILDING LOCATION.

No building shall be located on any lot nearer to the front lot line or nearer to side street line than the minimum building setback front lot on the recorded plat. In any event in R2 zone, 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 that no side yard shall be required for a garage or other permitted accessory building located to the rear of the dwelling. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. In R4 Zone, no building shall be located on any lot nearer than 25 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 that no side yard shall be required for a garage or other permitted accessory buildings located to the rear of the dwelling. No dwelling shall be located on any interior lot nearer than 20 feet to the rear lot line. For the purposes of this covenant eaves, steps, and open porches, shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

and lot drainage

V. EASEMENTS. Easements for installation and maintenance of utilities/are reserved as shown on the recorded plat.

VI. LOT AREA. No dwelling in an R2 zone shall be erected on any lot of less than 8000 square feet; in a R4 Zone, 6000 square feet.

V. N UISANCES. No noxious or offensive activities 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.

VIII. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, bar, or other outbuilding shall be used on any lot at anytime as a residence either temporary or permanently.

Warranty Deed Bk 518 Pg 774  
Warranty Deed Bk 521 Pg 551

IX. TERM OF RESTRICTIONS. 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 30 years from the date these covenants are so recorded, after which time said covenants shall be automatically extended for successive periods of 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.

X. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or recover damages.

XI. SEVERABILITY. Invalidation 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.

XIII. FAILURE TO ENFORCE. The above various restrictive measures and provisions of this declaration are declared to constitute mutual and equitable covenants and servitudes for perfection and benefit of each property in the said subdivision and failure by the Declarant or any other person or persons entitled so to do to enforce any measure or provision upon violation thereof shall not stop or prevent enforcement or be deemed a waiver of the right so to do.

XIII. PROTECTIVE SCREENING. Protective screening areas, if any, are established as shown on the recorded plat.

X Leo Hansen  
Leo Hansen and his wife

X Lillie Hansen  
Lillie Hansen,

X David Clifford Huggins  
David Clifford Huggins and his wife

X Ruth Huggins  
Ruth Huggins

X Carlyle Bowden  
Carlyle Bowden and his wife

X Clara D. Bowden  
Clara D. Bowden

X Leonda Hansen  
Leonda Hansen and his wife

X Wilma B. Hansen  
Wilma B. Hansen

X R. L. Mack Fishburn  
R. L. Mack Fishburn and his wife

X Leah S. Fishburn  
Leah S. Fishburn

X FRIEDLAND CONSTRUCTION CO., INC.

BY Mas. Yano Attorney-in-fact.

State of Utah  
County of Salt Lake

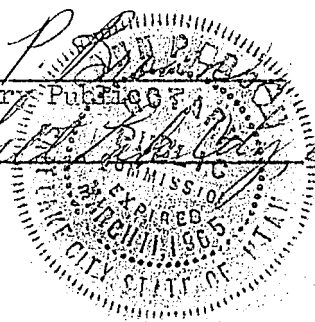
On the 2nd day of May, 1961, Mas Yano personally acknowledged to me, the undersigned Notary Public, after being duly sworn that he is the Attorney-in-Fact for FRIEDLAND CONSTRUCTION CO., INC., and that he signed these Protective Covenants Freely and Voluntarily and in behalf of the said Corporation.

My Commission Expires March 11, 1965.

Ann P. [Signature]  
Notary Public

(SEAL)

Residence: Salt Lake City, Utah



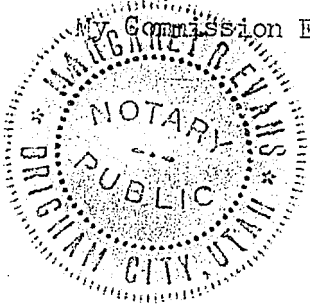
State of Utah  
County of Box Elder

On the 24th DAY OF May, 1961, 10 signers of the Protective Covenants for Plat V Lindsay Park Subdivision acknowledged to me, the undersigned Notary Public, that they signed this instrument freely and voluntarily and for the purposes therein mentioned.

My Commission Expires: June 11, 1963

Margaret K. [Signature]  
Notary Public

Residence: Brigham City, ut



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