

RESTRICTION AGREEMENT

WHEREAS, the American Land Company, Inc., a Utah corporation with its principal place of business at Salt Lake City, Utah, is the owner of the following described real estate situated in Weber County, State of Utah, to-wit:

All of Lots 5 to 14, both inclusive, and Lots 15 to 24, both inclusive, Block 1, all of Block 2, all of Lots 1 to 22 inclusive, and the West 94 feet of Lots 32, 33, and 34, and all of Lots 35, 36, 37, 38, and all of Lots 41 to 54 inclusive, Block 3, all of Lots 1 to 10 inclusive, and all of Lots 13 to 28 inclusive; and all of Lots 33 to 54 inclusive, Block 4, all in Arlington Heights Addition to Ogden City, Utah; together with any and all vacated alleyways situated on, or adjacent to said land described herein; and all of Lots 22 to 33 inclusive, Block 8, and all of Lots 15 to 28 inclusive, Block 4, Valley View Addition to Ogden City, Utah; and

WHEREAS, the American Land Company, Inc., as owner of said real estate hereinbefore described desires to place restrictions against the title to said real estate;

NOW THEREFORE, in consideration of the premises, the following restrictions are hereby created and declared to be covenants running with the title and land hereinbefore described, and each and every part thereof and the undersigned owner hereby declares that the aforesaid land above referred to is to be held and should be conveyed subject to the following reservations, restrictions and covenants hereinafter set forth:

ALL PERSONS BOUND BY THESE RESTRICTIONS

That the covenants and restrictions are to run with the land and all persons and corporations who now own or shall hereafter acquire any interest in any of the land hereinbefore described shall be taken and held to agree and covenant with the owners of said land and with their heirs, successors and assigns, to conform to and observe the following covenants:

restrictions and stipulations as to the use thereof and construction of residences and improvements thereon for a period from date hereof to January 1, 1969, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of a majority of the then owners of said lots and land it is agreed to change said covenants in whole or in part.

2. OWNERSHIP AND OCCUPANCY

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

3. USE OF LAND: COST: FRONTAGE

That none of said land or fraction thereof, shall be improved, used or occupied for any other than private residence purposes, and no store, flat or apartment house thereof intended for residential purposes shall be erected thereon.

Any residence erected or maintained thereon shall be designed for not more than occupancy by one family and shall be detached, single-family dwellings, not to exceed one story in height and a private garage for not more than two cars. Any single family residence erected on said lands shall not cost less than Five Hundred Dollars (\$5,500.00), and the ground area of the main structure, exclusive of porches and garages shall not be less than (700) square feet.

4. DWELLING SET BACK AND YARD SPACE

No building shall be erected on any residential building plot nearer than 16 feet to the front lot line, nor nearer than 7 feet to any side street line. No building, except a detached garage or other outbuilding located 60 feet or more from the front lot line, shall be located nearer than 5 feet to any side lot line.

5. SIZE OF LOTS

Said land, or any part thereof, shall not be re-subdivided into building plots having less than 5,000 square feet of area or a width of less than 50 feet at the front building set back line.

6. TEMPORARY RESIDENCES PROHIBITED

No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted.

7. NUISANCES

No noxious or offensive trade shall be carried on upon any part of said land nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

8. COMMITTEE

No building shall be erected, placed, or altered on any building plot in this subdivision until the building plans, specifications, and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and also location of the building with respect to setbacks and finished ground elevation, by a committee composed of Russell W. [unclear] and Andrew Hordah, or by a

representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member, or members, shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event said committee, or its designated representative, fails to approve or disapprove such design and location within ten days after said plans and specifications have been submitted to it or, in any event, if no suit to enjoin the construction of such building or the making of such alterations has been commenced prior to the completion thereof, no further action shall be required and this Covenant shall be deemed to have been fully complied with. Neither the members of said committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this Covenant. The powers and duties of such committee, and of its designated representative, shall cease on and after January 1, 1969, after the approval described in this Covenant shall not be required unless, prior to said date and effective thereof, a written instrument shall be executed by the then record owner of a majority of the lots in this subdivision and shall provide for appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

9. VIOLATIONS AND DAMAGES

If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants or restrictions herein before January 1, 1969, it shall be lawful for any other person or persons owning or claiming an interest in said land to prosecute any proceedings at law or in equity against the person or persons violating any such covenant or

restriction and either to prevent him or their successors from recovering damages or other dues for such violation.

10. UTILITY EASEMENT

An easement is reserved for sewer installations and maintenance over the side lot lines in common with the following described lots and land, to-wit:

Lots 18 and 19, 14 and 15, 2 and 3, 4 and 5, 50 and 51, 46 and 47, 42 and 43, 38 and 39, and 35, all in Block 4; Lots 4 and 5, 6 and 7, 12 and 13, 16 and 17, 20 and 21, 36 and 37, 40 and 43, 46 and 47, 50 and 51, all in Block 5; Lots 6 and 7, 10 and 11, 18 and 19, 22 and 23, Block 1; Lots 6 and 7, 10 and 11, 18 and 19, 22 and 23, 26 and 27, Block 2; all in Arlington Heights Addition to Ogden City, Utah; also Lots 23 and 24, 31 and 32, Block 2; and Lots 16 and 17, 20 and 21, 24 and 25, Block 4; all in Valley View Addition to Ogden City, Utah; also beginning at a point 100 feet West of the Northeast corner of Lot 1, Block 3, Arlington Heights Addition to Ogden City, Utah, and running thence South 104.5 feet to the South line of Lot 4, said Block; thence West 50 feet; thence North 104.5 feet to the North line of said Block 3; thence East 50 feet to the place of beginning; and beginning at a point 100 feet West of the Southwest corner of Lot 51, Block 1, Arlington Heights Addition to Ogden City, Utah, and running thence North 104.5 feet to the North line of Lot 54, said Block; thence East 50 feet; thence South 104.5 feet to a point East of the place of beginning; thence West 50 feet to the place of beginning;

Also beginning at a point 100 feet West of the Southeast corner of Lot 14, Block 2, Arlington Heights Addition to Ogden City, Utah, and running thence West 50 feet; thence North 100 feet; thence East 50 feet; thence South 100 feet to the place of beginning; and beginning at a point 100 feet East of the Southwest corner of Lot 15, Block 2, Arlington Heights Addition to Ogden City, Utah, and running thence East 50 feet; thence North 100 feet; thence West 50 feet; thence South 100 feet to the place of beginning.

Said sewer easements to extend 50 feet back from the front lot line and a distance of 12 feet on each side of the center of said lot lines, said sewer easements to be for the mutual use and benefit of the lot and land owners adjacent to

said easements and the costs of maintenance thereof to be born equally by said adjoining lot and land owners.

An easement is also reserved for utility installation and maintenance along strips of land, each ten feet in width, lying five feet on each side of the following described center lines, to-wit:

Strip No. 1. Beginning at a point 10 feet East of the Northeast corner of Lot 28, Block 1, Arlington Heights Addition to Ogden City, Utah, and running thence southerly to a point 10 feet East of the Southeast corner of Lot 15, said Block aforesaid.

Strip No. 2. Beginning at a point 10 feet East of the Northeast corner of Lot 28, Block 3, Arlington Heights Addition to Ogden City, Utah, and running thence southerly to a point 10 feet East of the Southeast corner of Lot 15, said Block aforesaid.

Strip No. 3. Beginning at a point 10 feet East of the Northeast corner of Lot 34, Block 3, Arlington Heights Addition to Ogden City, Utah, and running thence southerly to a point 10 feet East of the Southeast corner of Lot 28, said Block aforesaid.

Strip No. 4. Beginning at a point 10 feet East of the Northeast corner of Lot 34, Block 1, Arlington Heights Addition to Ogden City, Utah, and running thence southerly to a point 10 feet East of the Southeast corner of Lot 28, said Block aforesaid.

11. SAVING CLAUSE

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.

IN WITNESS WHEREOF, the owner of the tracts of real estate hereinabove mentioned, this ~~14th~~ ^{R-n-n} day of June, 1943, has caused these presents to be executed.



AMERICAN LAND COMPANY, INC.

By *[Signature]*
Secretary

STATE OF UTAH
COUNTY OF SALT LAKE } SS

On the ~~12th~~ day of June, 1943, personally appeared

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before me Randall W. Mackay, who being
by me duly sworn did say that he is the Secretary of American
Land Company, Inc., 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 Randall W. Mackay
W. Mackay duly acknowledged to me that said corporation
executed the same and that the seal affixed is the seal of said
corporation.

Leah Chipman
Notary Public



76742 3.80

COUNTY OF WEBER
#1 AND RECORDED IS
Dora Carlson
JUN 23 4 01 PM '07
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PAGE 542

DOROTHY B. CAMPBELL
COUNTY RECORDER
BY RECEIPT Dora Carlson

ABSTRACTED
INDEXED
PAGED
PLATED
RECORDED
COMPARED