

See W.D. in Book 314 page 285 #254573

See W.D. in Book 512 page 393 #255546

See W.D. in Book 512 page 393 #255546

See W.D. in Book 512 page 393 #255546

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STATE OF UTAH
COUNTY OF WEBER } SS
FILED AND RECORDED FOR
J. H. Welch
JUN 20 9 40 AM '47

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IN BOOK 262 OF LEASES
PAGE 435
DOROTHY CAMPBELL
COUNTY RECORDER

PROTECTIVE COVENANTS

ASSOCIATED INVESTMENT CORPORATION

E. Charlotte Jacobs

Ogden, Utah

WHEREAS, the undersigned are the present owners of all of the lots, pieces and parcels of land embraced within the area hereinafter specifically described, and

WHEREAS, said area comprises an exclusive residential subdivision of Ogden City, Weber County, State of Utah, and

WHEREAS, it is the desire of the owner thereof to place restrictive covenants upon said lots for the mutual benefit and protection of future owners thereof, and

NO, THEREFORE, the following restrictive covenants are placed upon said lots for the mutual benefit and protection of future owners thereof, and that the premises to which these restrictive covenants shall attach are specifically described as follows, to-wit:

All of Lots in Block One (1), Two (2), Three (3), Four (4), Five (5), and Six (6), Hillcrest Addition to Ogden City, Weber County, State of Utah, situate in the Southwest Quarter of Section Thirt Four (34), Township Six (6) North of Range One (1) West, Salt Lake Base and Meridian, United States Survey, being a subdivision, the official plat being recorded in Book 9 of Plats, Page 57, in the office of the County Recorder of Weber County, State of Utah.

A. All lots in said subdivision shall be known and described as residential lots.

A-1. No structure shall be erected, altered, placed, or permitted to remain on any residential building plot other than one detached single family dwelling, not to exceed two and one half stories in height and a private garage for not more than three (3) cars, and shelters, tool houses and non commercial green houses.

B. No building shall be erected, placed, or altered on any lot in said blocks 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 as to location of the building with respect to topography and finished ground elevation, by a committee composed of J. H. Andrews, J. H. Andrews, Jr., and Fred J. Vicks, 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 thirty days after said plans and speci-

fications have been submitted to it or, in any event, of 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 and this Covenant will be deemed to have been fully complied with. Neither the members of such 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, 1955. 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 said blocks and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said Committee.

C. No building shall be located on any of said Lots nearer than twenty five (25) feet to the front lot line, nor nearer than Twenty (20) feet to any side street line; except that on Lots One (1) and Two (2), Block Two (2); Lots One (1) and Two (2), Block Three (3); and Lots Twelve (12) and Thirteen (13), Block Six (6), a building may be located within Fifteen (15) feet to any side street; no building, except a detached garage or other outbuilding located sixty five (65) feet or more from the front lot line, shall be located nearer than eight (8) feet to any side lot line.

D. No residential structure shall be erected or placed on any building plot, which plot has an area of less than Six Thousand (6000) square feet or a width of less than Fifty (50) feet to the front building set back line.

E. 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.

F. 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 structure of a temporary character be used as a residence.

G. No dwelling costing less than Five Thousand (\$5,000.00) Dollars shall be permitted on any lot in said blocks. The ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than Nine Hundred (900) square feet; not less than Seven Hundred (700) square feet in the case of one and one half, two or two and one half story structure.

H. Easements affecting all lots are reserved as shown on the recorded plat, for utility installation and maintenance, and for the distribution of water from the South Ogden Conservation District.

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

These covenants are to run with the land and each and every part thereof and shall be binding on all parties and all persons claiming under them until January 1, 1972, 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 the lots constituting said blocks, it is agreed to change said covenants in whole or in part.

If the party hereto, or its successors 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 so doing or to recover damages or other dues for such violation.

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 party to these covenants has hereunto caused this instrument to be executed by its President and attested by its Secretary, under its corporate seal pursuant to a resolution of its Board of Directors, this 18th day

June, 1947.
1029
In presence of
[Signature]

ASSOCIATED INVESTMENT CORPORATION
By [Signature] President
By [Signature] Secretary

STATE OF UTAH }
COUNTY OF WEBER } ss

On this 18th day of June, 1947, personally appeared before me J. H. Andrews and Fred J. Vicks, who, being by me duly sworn, did say that they are the President and the Assistant Secretary, respectively, of the Associated Investment Corporation, a Corporation, and that the said instrument was signed in behalf of said Corporation by authority of a resolution of its Board of Directors, and the said J. H. Andrews and Fred J. Vicks acknowledged to me that said Corporation executed the same.

My commission expires:

July 21, 1950

[Signature]
Notary Public
[Seal]