

STATE OF UTAH
COUNTY OF WEBER } SS
FILED & RECORDED FOR
P. Hea *Poulter*
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B.H. Jostard Agent
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DOROTHY M. DEBELL
COURT RECORDER

RECORDED INDEXED
COMPARED PAGED

E. Charlotte Jacobs. PROTECTIVE COVENANTS

These covenants apply to HIGHLAND VIEW SUBDIVISION, Weber County, Utah.

These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1966, at which time said Covenants shall be automatically extended for successive periods of 10 years unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

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 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.

A. All lots in the tract shall be known and described as residential lots. No structures shall be erected, altered, placed, or permitted to remain on any residential building plot other than one detached single-family dwelling or one single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars and other outbuildings approved by the Committee.

B. 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 as to location of the building with respect to topography and finished ground elevation, by a committee composed of JOHN T. SPIMSON, JOHN P. CODDARD and D. H. JOLLEY, 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 30 days after said plans and specifications have been submitted to it or, in any event, 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 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, 1966. 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 this subdivision 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 nearer to the front lot line or nearer to the side street line than the building setback lines shown on the recorded plat. In any event, no building shall be located on any residential building plot nearer than 25 feet to the front lot line, nor nearer than 25 feet to any side street line; with no exceptions. No building, except a detached garage or other outbuilding located 75 feet or more from the front lot line, shall be located nearer than 2 feet to any side lot line, or nearer than 15 feet to any dwelling.

D. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 7500 square feet or a width of less than 60 feet at the front building setback line, with no exceptions.

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 to the neighbor-hood.

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 \$5000.00 shall be permitted on any lot in the tract. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 730 square feet in the case of a one-story structure nor less than 700 square feet in the case of a one and one-half, two, or two and one-half story structure.

H-1. Easements affecting all lots are reserved as shown on the recorded plat, for utility installation and maintenance.

H-2. An easement is reserved as shown on the Dedication Plat for utility installation and maintenance. The right is reserved to maintain the existing water pipe-lines and irrigation ditches as they now exist. Also, the right is reserved to maintain the existing reservoir on Lot No. 38.

John T. Stimson
Florence C. Stimson
John B. Huddard
Guadalupe W. Gault
Donald B. Partridge
Elmer J. Partridge

STATE OF UTAH)
) ss.
COUNTY OF WEBER)

On the 17th day of June, A.D., 1946, personally appeared before me JOHN T. STIMSON and FLORENCE C. STIMSON, signers of the within instrument, who duly acknowledged to me that they executed the same.

Phia B. Gault
Notary Public
Residing at: Ogden, Utah
My Commission Expires: 1-17-1950




Other acknowledgements on the back hereof.

STATE OF UTAH)
COUNTY OF WEBER) ss.

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On the 15th day of February, A.D., 1947, personally appeared before me JOHN E. GODDARD and GERALDINE W. GODDARD, signers of the within instrument who duly acknowledged to me that they executed the same.

Alma B. ...
Notary Public
Residing at Ogden,
My Comsn. expires 1-17-1950



STATE OF UTAH)
COUNTY OF WEBER) ss.

On the 14th day of January, A.D., 1947, personally appeared before me DONALD E. PARTRIDGE and ELMA J. PARTRIDGE, signers of the within instrument who duly acknowledged to me that they executed the same.

Donald E. Partridge
Notary Public
Residing at Ogden, Utah
My Comsn. expires 1-17-1950

