

PROTECTIVE COVENANTS

PROTECTIVE COVENANTS covering the following described real property located in Weber County, Utah, recorded in Book 18 at Page 042 as Entry No. 0012 of Official Records.

18-050-0001
Parcel 1, Serial No. 18-043-0070 A.D.

Part of Lot 18, Plat B, North Ogden Survey, Weber County, Utah: Beginning at a point 1129.60 feet South of the Northwest Corner of said Lot 18; running thence South 115 feet; thence East 152.625 feet; thence North 115 feet; thence West 152.625 feet to the place of beginning.

EXCEPTING that portion thereof lying within 600 East Street.

Parcel 2, Serial No. 18-042-0012

Part of Lots 18 and 19, Plat "B", North Ogden Survey, Weber County, Utah: Beginning at a point 243.5 feet South from the Northwest Corner of said Lot 18; running thence East 450.50 feet, more or less; thence South 0D15' West 705.50 feet; thence North 89D45' West 2.98 feet; thence South 0D15' West 448.18 feet; thence Northwesterly along the arc of a 889.21 foot radius curve to the right to a point 185.29 feet North and 314.41 feet East of the Southwest Corner of Lot 18; thence Northwesterly along the arc of a 998.23 foot radius curve to the left 215.65 feet; thence North 89D45' West 99.63 feet; thence North 145.13 feet, more or less, to a point 1244.6 feet South of the Northwest Corner of said Lot 18; thence East 9.25 rods; thence North 422.68 feet; thence East 6 feet; thence North 120 feet; thence West 6 feet; thence North 0D15' East 130 feet; thence North 89D45' West to the West line of said Lot 18; thence North to the place of beginning.

EXCEPT that portion within 600 East Street.

The covenants hereinafter specifically set forth are to run with the land and shall be binding on all parties and all persons claiming under them until thirty years from date, at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of a majority of the then owners of said lots it is agreed to change said

E# 1574725 BK1956 PG2832
DOUG CROFTS, WEBER COUNTY RECORDER
17-SEP-98 4:41 PM FEE \$15.00 DEP MB
REC FOR: EQUITY TITLE

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covenants in whole or in part.

If any current or future owner shall violate or attempt to violate any of the covenants herein contained to be kept by them it shall be lawful for any other person or persons to prohibit any such violation.

1. In the event any of the tract shall be known and described as residential lots, no structures shall be erected, altered, placed or permitted to remain upon any lot other than one detached single family dwelling; such dwelling not to exceed two and one half stories in height, a private garage for not less than two and no more than four cars. There shall be no twin homes or multi-family dwellings erected, altered, placed, or permitted on any lot.

2. No residential structure shall be erected or placed on any building lot which has an area of less than one eighth (1/8) acre, or 5445 square feet.

3. No noxious or offensive trade or activity and no nuisance shall be carried on upon any lot nor shall anything be done which may be or become an annoyance in the neighborhood.

4. No trailer, basement, tent, shack, garage, barn or other outbuilding, erected on any part of the parcel 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.

5. No dwelling shall be erected upon any lot on said parcel, the main ground floor area of which (exclusive of one story, open porches and garages) shall be less than 1,300 square feet in the case of a one-story structure, nor less than 1,000 square feet in the case of a one-and one-half and/or two-story structure.

6. No structure erected on said parcel shall be built upon foundation higher than thirty (30) inches above the finished grade of lot.

7. No animals or fowl shall be kept or maintained on any lot except domestic dogs and cats or other indoor pets not to exceed the aggregate of three (3); indoor fowl shall be permitted in reasonable numbers, but in no wise be allowed to become a nuisance.

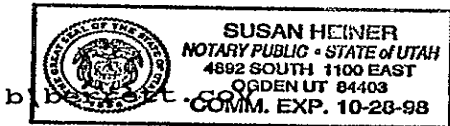
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IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed this 14 day of September, 1998.

Agnes H. Berrett, Trustee
AGNES H. BERRETT
Trustee

State of Utah)
) ss.
County of Weber)

On the 14th day of September, 1998, personally appeared before me AGNES H. BERRETT, Trustee of the Agnes H. Berrett Family Trust, signer of the foregoing instrument, who duly acknowledged to me that she executed the same on behalf of said trust.



Susan Heiner
Notary Public