

PROTECTIVE COVENANTS

SIMON PARK

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

NOW THEREFORE, the following restrictive covenants are placed upon said lots for the mutual benefit and protection of future owners thereof, and that the promises to which these restrictive covenants shall attach are specifically described as follows, to-wit:

All of Blocks One (1), Two (2), Three (3), Five (5) and Six (6), SIMON PARK ADDITION in Ogden City, Weber County, Utah

A. All lots in said subdivision shall be known and described as residential lots, R-9. 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 or one and two family dwellings and a private garage for not more than three cars, and shelters, tool houses and

non-commercial green houses.

3. No building shall be created, 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 C. F. Sizans and Lee F. Morgan and Joan F. Harris, or by a representative designated by the members of said committee. In the event of death or resignation of either of said committee, the remaining member 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 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 the duties of such Committee and of its designated representative, shall cease on and after March 1, 1973. 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 feet to the front lot line, nor nearer than ten feet to any side street line; no building, except a detached garage or other outbuilding located forty five feet or more from the front lot line, shall be located nearer than eight feet to any side lot line, and no dwelling shall be located on any interior lot nearer than four feet to the rear lot line.

D. No single family 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 sixty feet at the front building set back line, and no two family dwelling shall be erected or placed on a building lot which plot has an area less than seventy five hundred (7500) square feet. 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 and No/100 Dollars (\$5,000.00) 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 six hundred fifty (650) square feet, nor less than Six Hundred Fifty (650) square feet for a dwelling of more than one story.

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.

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 March 1, 1976, 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 hang 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 or 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 this 26th day of April, 1951.

SIMORON, INC.

By Leo F. Morgan
President.

By Curtice T. Simmons
Secretary.

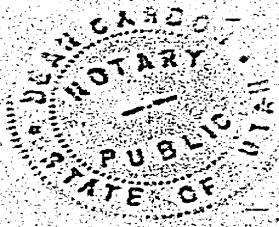
Dean F. Morrin

Jane S. Morrin

STATE OF UTAH)
155
COUNTY OF WEBER)

On the 26th day of April, 1951, personally appeared before me Leo F. Morgan and Curtice T. Simmons, who being by me duly sworn, did say that they are the president and the secretary, respectively, of SIMORON, INC., a corporation, and that said instrument was signed in behalf of said corporation by authority of a resolution of its board of directors, and the said Leo F. Morgan and the said Curtice T. Simmons, severally acknowledged to me that said corporation executed the same; and on said day also personally appeared before me Dean F. Morrin and Jane S. Morrin, his wife, two of the signors of the within instrument, and who duly acknowledged to me that they executed the same.

[Signature]
NOTARY PUBLIC
Residing at Ogden, Utah.
Commission Expires 11-11-58.



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STATE OF UTAH 1 55
COUNTY OF WEBER
FILED AND RECORDED FOR
Allen [Signature]
May 1 2 58 PM '51

SEARCHED INDEXED
RECORDED SERIALIZED
MAY 1 1951

IN BOOK 365 OF Records
PAGE 175
DOROTHY B. CAMPBELL
COUNTY RECORDER

William W. Peterson