

RESTRICTIVE AND PROTECTIVE COVENANTS

TO WHOM IT MAY CONCERN:

That, whereas, the undersigned are the present owners of all the hereafter described property in the City of Roy, Weber County, Utah;

AND, WHEREAS, said area comprises an exclusive residential area in the City of Roy;

AND, WHEREAS, it is the desire of the owners to place restrictive and protective covenants upon said land and parcel of ground for the benefit and protection of the owners or future owners thereof;

NOW, THEREFORE, it is stated that the premises to which these restrictive and protective covenants attach is that tract described as follows:

All of TANNER SUB-DIVISION in Roy City,
Weber County, Utah

1. All lots in the tract shall be known and described as residential lots and 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 stories in height, exclusive of basement area, and a private garage for not more than two cars, and other outbuildings incidental to residential use of plot.
2. No dwelling with a ground floor area of less than nine hundred (900) feet, exclusive of open porches and garage, shall be erected on any lot.
3. No dwelling shall be located nearer to the front lot line than 30 feet, nor nearer to the side street line than 20 feet, nor nearer to the side lot line than 8 1/2 feet.
4. No lot may be used in whole or in part for a

commercial purpose.

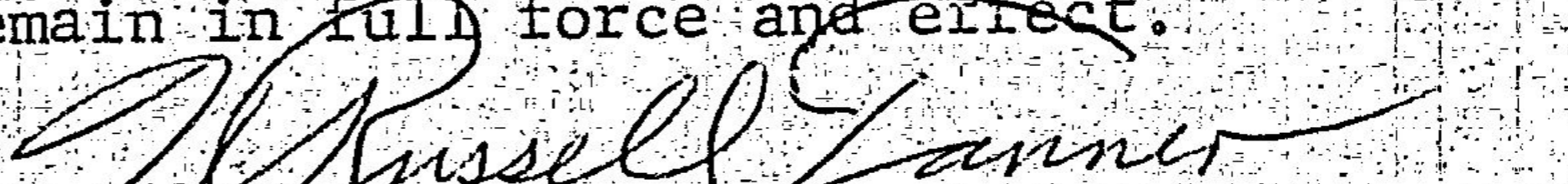
5. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be, or become, an annoyance or nuisance to the neighborhood.


6. 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.

7. These covenants are to run with the land and shall be binding on the present owners and all parties and all persons claiming under them until January 1, 1977, 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.

8. 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 for such violation.

9. 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.


N. RUSSELL TANNER


DOROTHY W. TANNER


RUSSELL W. CARRUTH

LAMPH, ANDERSON AND NEWBY
ATTORNEYS AT LAW
SUITE 305-308 KIESEL BUILDING
OGDEN, UTAH

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Bernice C. Carruth
BERNICE C. CARRUTH

STATE OF UTAH)
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COUNTY OF WEBER)

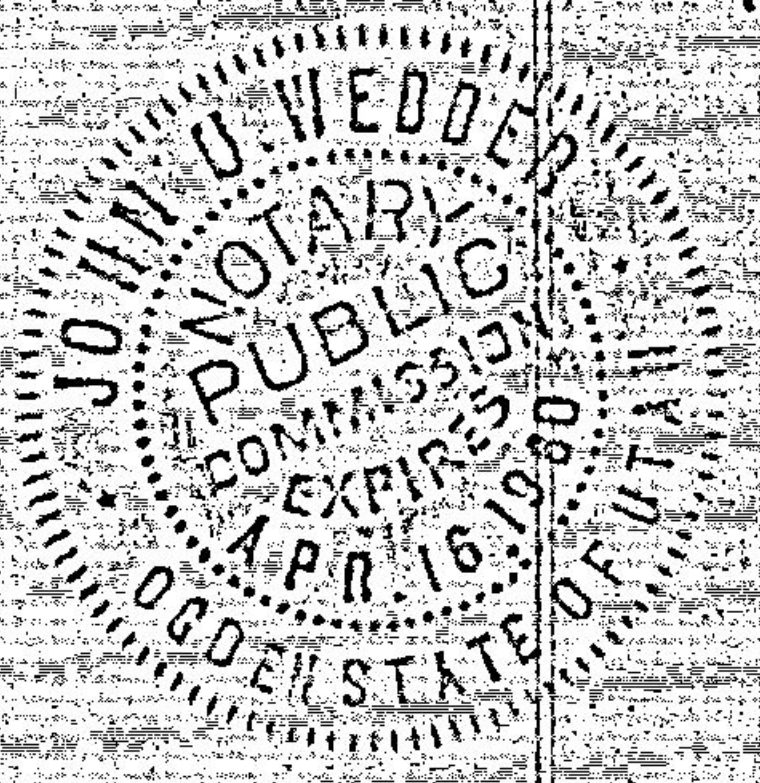
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On this 10 day of December, 1956, personally appeared before me N. RUSSELL TANNER, DOROTHY W. TANNER, RUSSELL W. CARRUTH and BERNICE C. CARRUTH, the signers of the within instrument, who duly acknowledged to me that they executed the same.

John H. Wedderburn

NOTARY PUBLIC
Residing at:

My Commission Expires:
4/14/1960



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STATE OF UTAH
COUNTY OF WEBER

FILED AND RECORDED FOR
Weber Agency

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IN BOOK 541 OF RECORDS

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DOROTHY B. CAMPBELL
COUNTY RECORDER

Ohio Hollands