

M. MORRIN & SON CO., INC.
P. O. Box 1148
Ogden, Utah

PROTECTIVE COVENANTS
Jillville Subdivision
North Ogden, Utah

TO WHOM IT MAY CONCERN:

That whereas, the undersigned are the present owners of all the hereafter described property in the City of North Ogden, Weber County, Utah:

And, whereas, said area comprises an exclusive residential area in the City of North Ogden;

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 Jillville Subdivision No. 1, North Ogden, Weber County, Utah.

1. Lots 1 through 71 of 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, and a private garage for not more than two cars, and other building incidental to residential use of plot.

Lot 72 shall be used for commercial purposes.

Lots 73 through 79 are to be used for multi-family dwellings and professional buildings not to exceed two stories in height with off-street parking provided in the rear, with limited access from the commercial area.

2. No residential structure shall be erected or placed on any building plot which plot has an area of less than 8,000 square feet.

3. 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.

4. 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.

5. The size of homes built on said subdivision shall be not less than 850 square feet for one story dwelling and not less than 600 square feet on the first floor and not less than 400 square feet on the second floor of a two story building.

6. No fence on any side line of said lots shall project nearer to the street than the front of the house nor beyond the house setback to any side street.

7. No livestock, poultry, or animals, save dogs and cats which are domestic pets of the owner of lots shall be kept on these properties.

8. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

9. Protective screening areas are to be established between the rear lot lines of Lots 73 through 79 and the Commercial Area and along the North line of the Commercial Area by the construction of a wall or fence at least 6 feet high, with limited access to parking areas in the rear of Lots 73 through 79.

10. 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 May 1, 1992, at which time said covenants shall be automatically extended for successive periods of 10 years unless by a vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

11. A Committee authorized to require and approve the conformity of all construction on said lots in the JILLVILLE SUBDIVISION, North Ogden, Weber County, Utah, in accordance with these covenants shall consist of Dean F. Morrin, Rulon H. Sorensen and Jesse S. Allen, Weber County, Utah. The committee shall serve without compensation for their services in determining any question of said conformity. This committee may, in writing, by a vote of a majority of its members designate a representative to act in its place and stead. In the event of death or resignation of any member or members the remaining members or member shall have full power to perform the act or acts herein authorized to said committee. The powers and duties of said committee shall cease on and after the 1st. day of July, 1971.

12. 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.

13. Invalidation of any 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 said party to this agreement has hereunto signed his name this 12th. day of May, 1961.

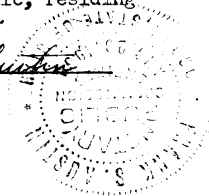
M. MORRIN & SON CO., INC.

By Dean F. Morrin

Date 12 May 1961

Acknowledged in Weber County, State of Utah, on the 12th. day of May, 1961, by M. Morrin & Son Co., Inc., a Utah corporation, by Dean F. Morrin, Vice President before Frank S. Austin, Notary Public, residing at Ogden, Utah. Commission expires August 23, 1964.

Frank S. Austin



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STATE OF UTAH
COUNTY OF WEBER

M. Morrin & Son Co.
APR 6 1 50 PM '61

BOOK 707
PAGE 73-75 RECORD

RUTH EAMES OLSEN
COUNTY RECORDER

Ruth Eames Olsen