

PROTECTIVE COVENANTS OF MOUNTAIN OAKS ESTATES NO. 1

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 (30) 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 covenants in whole or in part.

If any party hereto, their heirs or assigns, 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 owning any real property situated in said addition to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate the same, either to enjoin or prohibit any such violation or for damages or other compensation or both for any such violation.

In the event any of the covenants herein contained or any part thereof be declared invalid by any court of competent jurisdiction the remainder thereof shall be in no ways effected by such judgment, but shall remain in full force and effect.

1. All lots in said Mountain Oaks Estates NO. 1 shall be known and described as residential lots. No structures shall be erected, altered, placed or permitted to remain upon any lot other than a one family dwelling; such dwelling not to exceed one and one-half stories in height, a private garage for not more than two cars and other out buildings approved in advance in writing by an officer of the corporation.
2. No building shall be erected, placed or altered upon any lot in said addition until the building plans and specifications and the plot plan, showing the location of such building upon said lot, shall have been approved, in writing, as to the conformity and harmony of external design with existing structures in the addition and as to location of the structure with respect to topography and finished ground elevation. The authority to examine the same shall be vested in one of the officers of the Ogden Oak Hills Corporation. In the event any plans, specifications or locations shall not be approved or disapproved in writing within 30 days after the erection of any proposed structure or the making of any such alteration has been commenced prior to the completion thereof, the same shall be considered approved and this covenant fully complied with. No officer of the corporation nor his designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of said officers of the corporation shall cease on and after ten years from date. Thereafter the approval thereon, a written instrument shall be executed by the then record owners of a majority of the lots in the addition and duly recorded extending or continuing the duration of said officers of the corporation and their powers.
3. No structure shall be located on any lot nearer to the front line or side line than the minimum building setback lines. In any event, no building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 20 feet to any side street line. No building shall be located nearer than 8 feet to any interior lot line except a detached garage or other out buildings located 35 feet or more from the minimum building setback line and shall not be located nearer than two feet to any side lot line nor nearer than 10 feet to any dwelling, and no dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line.
4. No residential structure shall be erected or placed on any building lot which lot has an area of less than 9,000 square feet or a width of less than 80 feet at the front building setback line with no exceptions.
5. 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.
6. No trailer, basement, tent, shack, garage, barn or other out building erected in the subdivision 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, nor shall any structure be placed upon any lot in said addition except by constructing the same on the site of said lot.
7. No dwelling shall be erected upon any lot in said addition, the main ground floor area of which (exclusive of one story, open porches and garages) shall be less than 1,400 square feet.
8. An easement is reserved over the rear five feet of each lot for utility installation and maintenance.

Dated the 16<sup>th</sup> day of August, 1962.

Ogden Out Mills, a Utah Corporation  
By: Max B. Lewis  
Its President

STATE OF UTAH )  
COUNTY OF Deer )  
SS

On the 16<sup>th</sup> day of August, A.D., 1962, personally appeared before me Max B. Lewis, the signer of the above instrument, who duly acknowledged to me that he executed the same.

John B. Lewis  
Notary Public, residing at

My commission expires: 1/1/63



John B. Lewis

385468

3.00

STATE OF UTAH )  
COUNTY OF DEER )  
John B. Lewis  
AUG 17 10 17 AM '62

- Platted  Indexed
- Recorded  Abstracted
- Compared  Page

BOOK 718 RECORD  
PAGE 628-629  
JOHN B. LEWIS  
NOTARY RECORDER