

PROTECTIVE COVENANTS, MT. LOMOND ESTATES NO. 2,
North Ogden City, Weber County, Utah.

These Protective Covenants made and entered into this 15th day of May, 1963 by owners of all the within described property, Wade Brothers Construction Company, Ogden, Utah, Harvey L. Chandler and Margaret S. Chandler, Husband and Wife, North Ogden City, Utah.

That, 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 Mt. Lomond Estates No. 2, North Ogden 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, and a private garage for not more than two cars, and other out-buildings incidental to residential use of plat,

No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 25 feet to any side street line, nor nearer than 8 feet and 10 feet to an interior lot line.

2. No residential structure shall be erected or placed on any building plot which plot has an area of less than 9,000 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 of 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 950 square feet for one story dwelling and not less than 700 square feet on the first floor and not less than 600 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 to the 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. 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 thirty years from date of recording, 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.

9. A Committee authorized to require and approve the conformity of all construction on said lots in the Mt. Lomond Estates No. 2, North Ogden City, Weber County, Utah, in accordance with these covenants shall consist of Alton E. Wade, Wallace H. Wade, and Blaine Wade, 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 15th day of May 1973.

10. 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.

11. Invalidity 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.

Alton E. Wade
Wade Brothers Construction Company
Alton E. Wade, Partner

Harvey L. Chandler
Harvey L. Chandler

Margaret S. Chandler
Margaret S. Chandler

County of Weber) ss
State of Utah)

On the 16th day of May, 1963, personally appeared before me Alton E. Wade, a member of the partnership of Wade Brothers Construction Company, the signer of the above instrument who duly acknowledged to me that the foregoing instrument was signed in behalf of said partnership by authority of the said partnership and said Alton E. Wade acknowledged to me that said partnership executed the same.

Commission expires
March 19, 1966

Richard J. Williams
Notary Public
Residing at Ogden, Utah.

County of Weber) ss
State of Utah)

On the 27th day of May, 1963, personally appeared before me Harvey L. Chandler and Margaret S. Chandler, Husband and Wife, the signers of the within instrument, who duly acknowledged to me that they executed the same.

My Commission expires:
March 19, 1966

Richard J. Williams
Notary Public
Residing at Ogden, Utah

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Edith D. Webb
DEPUTY

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