

Gary F Taylor
184 W. Alameda Dr
Pleasant View

471165

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BOOK 833 PAGE 100

PAUL HENRIK OLSEN
WEBER COUNTY RECORDER
DEPUTY *Paul H. Olsen*

PROTECTIVE COVENANTS

Covering all lots, being lots 1 through 10 inclusive, of TAYLOR ESTATES SUBDIVISION PLAT ONE, a subdivision which is a part of North Ogden City, Weber County, State of Utah, recorded November 10, 1965 as Entry No. 462847 in Book 15 of Plats, Page 19 of Official records, as follows:

WHEREAS, the Declarants are the owners of the real property described in Clause I of this Declaration and are desirous of subjecting said real property to the restrictions, covenants, reservations, easements liens and charges hereinafter set forth.

NOW, THEREFORE, the Declarants hereby declare the said real property to be subject to the following:

CLAUSE I

FULLY PROTECTED RESIDENTIAL AREA: The residential area covenants hereinafter provided shall apply to the following described premises, to wit:

Lots 1 through 10, TAYLOR ESTATES SUBDIVISION PLAT ONE, North Ogden City, Weber County, State of Utah.

CLAUSE II

A. RESIDENTIAL AREA COVENANTS, LAND USE AND BUILDING TYPE: No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than three cars.

B. ARCHITECTURAL CONTROL: No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall or building shall be erected, placed, or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in Clause III.

C. DWELLING QUALITY AND SIZE: No dwelling shall be permitted on any lot unless the ground floor area of the main structure, exclusive of open porches, carports and garages, and patios, is not less than 1,375 square feet, it being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded for the minimum permitted dwelling size.

D. BUILDING LOCATION: No building shall be located on any lot nearer to the front lot 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 25 feet to the front lot line, or nearer than 20 feet to any side street lines. No building shall be located nearer than 8 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 30 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 20 feet to the rear lot line. For the purposes of these covenants, eaves, steps and open porches shall not be considered as a part of a building, provided however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

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2245-1 NT
2245-10 NT

E. LOT AREA AND WIDTH: No dwelling shall be erected or placed on any lot having a width of less than 70 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 10,000 square feet.

F. EASEMENTS: 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.

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

H. TEMPORARY STRUCTURES: No structures of a temporary character, trailer, basement, tent, shack, garage, barn, or other out-building shall be used on any lot at any time as a residence either temporarily or permanently.

CLAUSE III

ARCHITECTURAL CONTROL COMMITTEE: Floyd A. Taylor, Mary Ann E. Taylor and Gary F. Taylor.

A. MEMBERSHIP: The architectural control committee is composed of the above named members. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

B. PROCEDURE: The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

CLAUSE IV

GENERAL PROVISIONS:

A. TERM: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten(10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

B. ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person violating or attempting to violate any covenant either to restrain violation or to recover damages.

C. SEVERABILITY: 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.

(Continued)

IN WITNESS WHEREOF all the owners of said lands have hereto set their hands
this 31st day of March 1966.

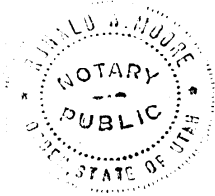
Declarants:

Floyd A. Taylor
Fern Davis Taylor
Gary Floyd Taylor
Maryann E. Taylor

State of Utah)
 : ss.
County of Weber)

On this 31st day of March 1966, personally appeared before me, Floyd A. Taylor, Fern Davis Taylor, Gary Floyd Taylor, Maryann E. Taylor.

the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.



Harold W. Moore
Notary Public

Residing at: Ogden, Utah

Com. Expires: October 28, 1966