

Return to Western Mtg Loan Corp

BOOK 838 PAGE 703

Protective Covenants for Shadow Valley Estates No. 3

The covenants herein after specifically set forth are to run with the land and shall be binding on all parties and all persons claiming under them until thirty (30) years from date, at which time said covenants shall be automatically extended for successive periods of ten (10) 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 Shadow Valley Estates No. 3 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, a private garage for not more than three (3) cars and other out buildings approved in advance in writing by the Committee.

2. No building shall be erected, placed or altered upon any lot in said Shadow Valley Estates No. 3 until the building plans and specifications and the plot plan, showing the location of such building upon such lot, shall have been approved, in writing, as to the conformity and harmony of external design with existing structures in the tract and as to location of the structure with respect to topography and finished ground elevation. The committee authorized to examine the same shall consist of two officers of the Western Mortgage Loan Corporation of Ogden City, Utah. 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. Neither the members of this Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of said committee and the members thereof shall cease on and after ten years from date. Thereafter the approval described in this covenant shall not be required, unless prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in the tract and duly recorded extending or continuing the duration of said committee and its powers.

3. Yard Regulations: Side yard, front yard, and rear yard regulations will be in conformity with the Ogden City Zoning Ordinances.

4. No residential structure shall be erected or placed on any building lot which lot has an area of less than 10,000 square feet or a width of less than 80 feet at the front building set back 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

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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, nor shall any structure be placed upon any lot in said tract except by constructing the same on the site of said lot.

7. An easement is reserved over the rear five feet of each lot for utility installation and maintenance.

Dated this 3rd day of June, 1966.



Western Insurance and Investment Company

By [Signature]
President

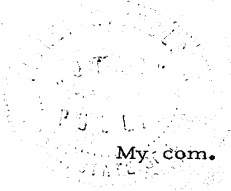
Attest:

[Signature]
Secretary

State of Utah)
 ss
County of Weber)

On the 3rd day of June, 1966, personally appeared before me, John B. Goddard and Rhea Poulter, who being by me duly sworn, did say that they are the President and the Secretary respectively on the Western Insurance and Investment Company, a corporation, and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and the said John B. Goddard and Rhea Poulter acknowledged to me that said corporation executed the same.

Violet Nicholson
Notary Public,
Residing at Ogden, Utah



My com. ex. 11-11-67

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- Plotted
- Recorded
- Compared
- Indexed
- Abstracted
- Page

FILED AND RECORDED FOR
Security Title Co

WALTER E. OLSEN
WEBER COUNTY RECORDER
DEPUTY [Signature]