

North Ogden City
5058 200th

FILED AND RECORDED FOR
670223 Western States Title
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PROTECTIVE COVENANTS COVERING MESA DEL NORTE SUBDIVISION

ROTHMAN'S DESEN
Edith W.

KNOW ALL MEN BY THESE PRESENTS:

Plat No. []
Photograph []
Acres []

Whereas, the undersigned are the present owners of all the lots pieces and parcels of land embraced within the area hereinafter specifically described and

Whereas, said area comprises an exclusive residential subdivision of North Ogden City, Weber County, State of Utah and

Whereas, it is the desire of the owners of said subdivision to place restrictive covenants upon said lots for the mutual benefit and protection of future owners thereof and

NOW THEREFORE, the following restrictive covenants are placed upon said lots for the mutual benefits and protection of future owners, and that the premises to which these restrictive covenants shall attach are specifically described and are as follows:

17-119-00014

All of Lots 1 through 14, inclusive, MESA DEL NORTE SUBDIVISION in North Ogden City, Weber County, Utah.

(1) All lots in said subdivision shall be known and described as residential lots. 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 and one-half stories in height and a garage or carport for a minimum of two cars.

(2) All buildings erected, placed, or altered on any lot must conform with immediate area 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 shall be erected placed or altered on any lot nearer to any street than the minimum building setback line.

- (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 10 feet to any interior lot line except a detached garage or other out building located 45 feet or more from the minimum building setback line and shall not be located nearer than one foot to any side lot line or nearer than 10 feet to any dwelling, and no dwelling shall be located on any interior lot nearer than 10 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 10,000 square feet or a width of less than 90 feet at the front building set back line.
- (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 may 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.
- (7) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.
- (8) The easement for storm drain holding pond on lots 7 and 8 shall be accessible at all times by North Ogden City personnel. The topography shall not be changed nor altered but maintained by the lot owners.

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 twenty five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 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.

If any party hereto, or its successors 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 covenants and either prevent him or them from so doing to recove damages or other dues for such violation.

In validation of any of these Covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Dated this 16th day of June 1976.

ATTEST:

James B. Farley
James McArthur
Paul W. Chew

STATE OF UTAH)
COUNTY OF WEBER) ss..

On the 16th day of June, 1976 personally appeared before me,
the undersigned Notary Public, the signers of the above Protective
Covenants, 3 in number, who duly acknowledged to me they signed it
freely and voluntarily and for the purposes therein mentioned.

Reed S. [Signature]

Notary Public
Residing at: OGDEN, UTAH

My Commission Expires:
11-5-79

