

PROTECTIVE COVENANTS
BROWNE BARR SUBDIVISION
OGDEN CITY, UTAH

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

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

WHEREAS, it is the desire of the owner thereof 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 benefit and protection of future owners thereof, and that the premises to which these restrictive covenants shall attach are specifically described as follows, to-wit:

All of Lots in Blocks 1 and 2 in Browne-Barr Subdivision to Ogden City, Utah, being a subdivision of a part of the Southwest Quarter of Section 34, Township 6 North, Range 1 West, Salt Lake Base and Meridian, U. S. Survey, recorded in Book 9 of Plats, Page 38 in the Office of the County Recorder of Weber County, State of Utah.

A. All lots in said subdivision shall be known and described as residential lots.

B. No building shall be erected, placed, or altered on any lot in said blocks until the building plans, specifications, and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of J. H. Andrews, C. T. Simmons and Wm. K. Barr, or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member, or members shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority.

In the event said committee, or its designated representative, fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this Covenant will be deemed to have been fully complied with. Neither the members of such committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this Covenant. The powers and duties of such committee, and of its designated representative, shall cease on and after January 1, 1950. 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 said blocks and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

C. No building shall be located on any of said lots nearer than 22 feet to the front lot line, nor nearer than 22 feet to any side street line; no building, except a detached garage or other outbuilding located 65 feet or more from the front lot line, shall be located nearer than 8 feet to any side lot line.

D. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 6250 square feet or a width of less than 50 feet at the front building setback line.

E. 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 or nuisance to the neighborhood.

F. 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.

G. No dwelling costing less than Five Thousand (\$5,000.00) Dollars shall be permitted on any lot in said blocks. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 800 square feet.

H. Easements affecting all lots are reserved as shown on the recorded plat, for utility installation and maintenance.

I. No person or persons of any race other than the Caucasian race shall use or occupy any building or lot in this subdivision, except that this covenant shall not prevent occupancy by domestic servants of a different race domiciled with an owner or tenant.

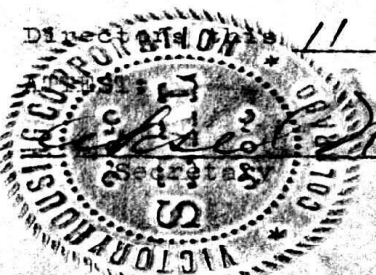
These covenants are to run with the land and each and every part thereof and shall be binding on all parties and all persons claiming under them until January 1st, 1970, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of a majority of the then owners of the lots constituting said blocks, it is agreed to change said covenants in whole or in part.

If the 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 Covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

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.

IN WITNESS WHEREOF, the party to these covenants has hereunto caused this instrument to be executed by its President and attested by its Secretary, under its corporate seal pursuant to a resolution of its Board of

Directors on this 11 day of September, 1944.

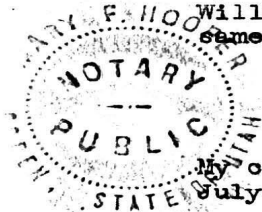


VICTORY HOUSING CORPORATION OF UTAH
BY William B. Baw
President

HOWELL, STINE & OLMSTEAD
ATTORNEYS
OGDEN - UTAH

STATE OF UTAH)
) : ss
COUNTY OF WEBER)

On the 11th day of September, 1944, personally appeared before me William K. Barr, who, being by me duly sworn, did say that he is the President of Victory Housing Corp. of Utah, a Corporation, and that the said instrument was signed in behalf of said Corporation by authority of a resolution of its Board of Directors, and the said William K. Barr acknowledged to me that said corporation executed the same.



My commission expires July 21, 1946

Wm. K. Barr
Notary Public
Ogden, Utah

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STATE OF UTAH)
COUNTY OF WEBER)
Geo. D. Gordon
OCT 11 3 11 PM '44

INDEXED 199 of Leases
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Dorothy B. Campbell
COUNTY RECORDER
BY DEPUTY *E. Charlotte Jacobs.*

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