

July 1971

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PROTECTIVE COVENANTS
Green Acres Estates
North Ogden, Utah

RUTH EAMES OLSEN
WEBER COUNTY RECORDER
DEPUTY *Josephine H. ...*

TO WHOM IT MAY CONCERN:

That whereas the undersigned are the present owners of all of the hereafter described property in the City of North Ogden, Weber County, Utah;

And, whereas, said area comprises an exclusive residential area in the City of North Ogden;

And 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 owner 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 Green Acres Estates, North Ogden, Weber County, Utah.

1. Lots 1 through 33 of 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 (2) stories in height, and a private garage for not more than two cars, and other building incidental to residential use of the plot, all structures to be of new materials.

2. No dwelling shall be permitted on any lot at a cost of less than \$16,000 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwelling 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 at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 850 square feet for a one-story dwelling, nor less than 900 square feet for a dwelling of more than one story.

3. (a) 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 30 feet to the front lot line, or nearer than 20 feet to any side street line.

(b) 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 30 feet to the rear lot line.

17-077-0001 to 0033

(c) For the purposes of this covenant, 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.

4. No dwelling shall be erected or placed on any lot having a width of less 65 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 8,000 square feet, except that a dwelling may be erected or placed on lots numbered 1 to 33 as shown on the recorded plat.

5. 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. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

6. 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.

7. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

8. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

9. No oil drilling oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

10. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

11. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

12. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

13. A Committee authorized to require and approve the conformity of all construction on said lots in the Green Acres Estates, North Ogden, Weber County, Utah, in accordance with these covenants shall consist of Dean F. Morrin, Richard D. Morrin and Larry M. Buttars, 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. 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.

14. 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 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.

15. 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 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.

16. 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 of 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.

IN WITNESS WHEREOF the said party to this agreement has hereunto signed his name this January 15, 1971.

M. MORRIN & SON CO., INC.

By Richard D. Morrin

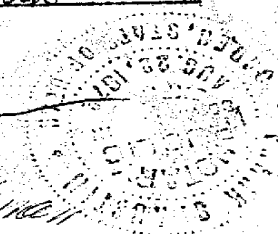
Date 1-15-71

Acknowledged in Weber County, State of Utah, on the January 15, 1971, by M. Morrin & Son Co., Inc., a Utah Corporation, by Richard D. Morrin, Vice President before Frank S. Austin, Notary Public, residing at Ogden, Utah. Commission expires 22 August 1972.

Don R. Clauson
 Betty Jean Williams Clauson
 William R. Dypdale
 Linda Dypdale
 X Cassy B. Dypdale
 Michael Bachman
 X Robert J. Downard
 X Judy Downard
 Dan Olsen
 Becky Olsen
 X Milton Schwartz
 Shirley D. Schwartz
 X Thomas C. Suckett
 X Duane S. Suckett
 Robert B. Youwaller
 Evelyn H. Youwaller
 Elizabeth J. Youwaller
 NOTARY PUBLIC
 Frank S. Austin
 Ogden, Utah

Frank Austin

Judy Olsen
Cassie Dypdale



X Catherine Clauder
 Regge Dean Fouser
 Theresa Ann Fouser
 X Ralph W. Butler
 X Janet H. Butler
 X Lee A. Ell
 X Norma M. Eddy
 X Roger C. Brown
 X Gae E. Brown
 Robert D. Adams
 Susan B. Adams
 X Robert H. Baird
 X Cheri B. Baird
 X Loretta Yamashita
 (Christine Yamashita)

J. Artt Allott
Loretta Alberta

Sworn & subscribed before me this 20th day of August, 1971.

[Signature]
 NOTARY PUBLIC
 Commission expires September 3, 1971

Ogden, Utah

Trustee's Reconveyance and Release of Deed of Trust

TRUSTEE'S RECONVEYANCE AND RELEASE OF DEED OF TRUST
(Utah)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, on the 9th day of June, 1965, Larry W. Redden
and Barbara C. Redden, his wife (hereinafter designated "TRUSTORS")

WHEREAS, on the _____ day of _____, 19____,

a corporation organized and existing under and by virtue of the laws of the State of _____ with its principal office and place of business in _____ (hereinafter designated "TRUSTOR")

did execute and deliver their (its) certain deed of trust wherein and whereby they (it) did convey unto PRUDENTIAL FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation of the United States of America, in its capacity as Trustee (hereinafter designated "TRUSTEE") the following described real property situate in the County of Weber, State of Utah:

05-126-0044

The North 10 feet of Lot 46, all of Lot 47, and the South 15 feet of Lot 48, Block 21, LAKE VIEW ADDITION to South Ogden City, according to the official plat thereof.

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RUTH EAMES OLSEN
WEBER COUNTY RECORDER
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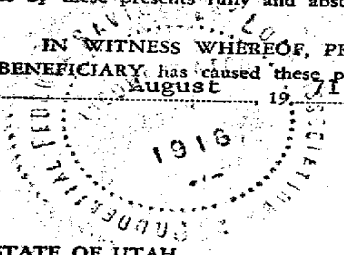
and WHEREAS, said deed of trust was recorded on the 17th day of June, Recorder of Weber County, State of Utah, in Book 808, Page 493 as Entry 453099; and

WHEREAS, the said TRUSTORS (TRUSTOR) did execute and deliver said deed of trust in order to secure the payment of a certain promissory note bearing date of 9th day of June, 1965, in the original principal amount of SEVENTY-SIX HUNDRED AND NO/100 Dollars (\$ 7600.00) payable to the order of PRUDENTIAL FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation of the United States of America, (also hereinafter designated "BENEFICIARY"); and

WHEREAS, the TRUSTORS (TRUSTOR) have (has) paid said promissory note in full, and the BENEFICIARY desires that said deed of trust be released by the TRUSTEE and the premises be reconveyed to the person or persons legally entitled thereto,

NOW, THEREFORE, in consideration of the premises and in further consideration of the sum of SEVENTY-SIX HUNDRED AND NO/100 Dollars (\$ 7600.00) to the BENEFICIARY in hand paid by said TRUSTORS (TRUSTOR), the receipt whereof is hereby acknowledged, the TRUSTEE and BENEFICIARY do by these presents remise, release, quit-claim, and reconvey without warranty to the person or persons legally entitled thereto the real property hereinabove described, together with all right, title, and interest which the TRUSTEE may hold. Said trust deed is by these presents fully and absolutely released, cancelled, and forever discharged.

IN WITNESS WHEREOF, PRUDENTIAL FEDERAL SAVINGS AND LOAN ASSOCIATION, in its capacities as TRUSTEE and BENEFICIARY has caused these presents to be executed by its officer or officers thereunto duly authorized this 19th day of August, 1971.



PRUDENTIAL FEDERAL SAVINGS AND LOAN ASSOCIATION, in its capacities as Trustee and Beneficiary
By Grant I. Morris
Title Grant I. Morris-Loan Service Officer

STATE OF UTAH }
COUNTY OF Salt Lake } ss.
On the 19th day of August, A.D. 71, personally appeared before me Grant I. Morris, who being by me duly sworn did say, that he, the said Grant I. Morris is the Loan Service Officer

of PRUDENTIAL FEDERAL SAVINGS AND LOAN ASSOCIATION, the corporation that executed the foregoing instrument as such Trustee and Beneficiary by authority of a resolution of its board of directors and said Grant I. Morris daily acknowledged to me that said corporation executed the same as such Trustee and Beneficiary and that the seal affixed is the seal of said corporation.

Gregory B. Gilman
Notary Public
Residing at Salt Lake City, Utah

My commission expires:

5-13-75