

RESTRICTIVE AND PROTECTIVE COVENANTS

PLATTED  ABSTRACTED   
RECORDED  INDEXED   
RELEASED  PAGED

That whereas the undersigned is the present owner of a part of the Southwest Quarter of Section 17, Township 6 North, Range 1 West, of the Salt Lake Meridian.

Whereas, the undersigned is replatting the said property as an exclusive residential subdivision of Ogden City to be known as Lomond View Addition to Ogden City, and

Whereas it is the desire of the owner thereof to place restrictive and protective covenants upon the said lot and parcels of ground for the benefit and protection of the owners or future owners thereof.

Now, Therefore, it is stated that:

1. The premises to which these restrictive and protective covenants attach is that tract platted and dedicated and known as Lomond View Addition to Ogden City, being a part of the Southwest Quarter, Section 17, Township 6 North, Range 1 West, Salt Lake Meridian.

2. All of the lots in the subdivision 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 one story in height, and a private garage for not more than two cars.

3. No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plan showing the location of such buildings 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 Raymond Shupe, Tr., Guinevera Shupe and Mrs. Grace Shupe, or by a representative designated or a majority of the members of the said committee. In the event of death or resignation of any member of the 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 the said committee or its designated representative fails to approve or disapprove such design or location within thirty days after said plans and specifications have been submitted to it or, in any event, it so fails to join 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, 1918. 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 this subdivision and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

4. No building shall be located on any residential building lot nearer than 25 feet to the front lot line, nor nearer than 25 feet to any side street line. No building, except a detached garage or other outbuilding located 40 feet or more from the front lot line, shall be located nearer than 10 feet to any side lot line.

5. No residential structure shall be erected or placed on any building plot which plot has an area less than 500 square feet, nor shall any building less than 10 feet at the front building set back line, except a detached garage, be constructed on any lot as now platted.

6. No building shall be erected or placed on any building plot which plot has an area less than 500 square feet, nor shall any building less than 10 feet at the front building set back line, except a detached garage, be constructed on any lot as now platted.

RESTRICTIVE AND PROTECTIVE COVENANTS

PLATTED  ABSTRACTED   
RECORDED  INDEXED   
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That whereas the undersigned is the present owner of a part of the Southwest Quarter of Section 17, Township 6 North, Range 1 West, of the Salt Lake Meridian.

Whereas, the undersigned is replattin the said property as an exclusive residential subdivision of Ogden City to be known as Lombard View Addition to Ogden City; and

Whereas it is the desire of the owner thereof to place restrictive and protective covenants upon the said lot and parcels of ground for the benefit and protection of the owners or future owners thereof.

Now, Therefore, It is stated that:

1. The premises to which these restrictive and protective covenants attach is that tract platted and dedicated and known as Lombard View Addition to Ogden City, being a part of the Southwest Quarter, Section 17, Township 6 North, Range 1 West, Salt Lake Meridian.

2. All of the lots in the subdivision 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, or on any one detached single family dwelling, not to exceed one story in height, and a private garage for not more than two cars.

3. No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plan showing the location of such buildings 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 Raymond Shupe, Jr., Guinevere Shupe and Mrs. Grace Shupe, or by a representative designated by a majority of the members of the said committee. In the event of death or resignation of any member of the 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 the said committee or its designated representative fails to approve or disapprove such design or location within thirty 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, 1948. 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 this subdivision and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

4. No building shall be located on any residential building lot nearer than 25 feet to the front lot line, nor nearer than 25 feet to any side street line. No building, except a detached garage or other outbuilding located 60 feet or more from the front lot line, shall be located nearer than 8 feet to any side lot line.

5. No residential structure shall be erected or placed on any building plot which plot has an area of less than 5,500 square feet, nor shall any structure be located nearer than 20 feet to the front building set back line, except that residences may be constructed on any lot as now platted.

6. No noxious or offensive trade or activity shall be carried on any lot nor shall anything be done thereon which may be or become a nuisance or nuisance in the neighborhood.

*De O. Carter*  
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BY OFFICE