

RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

The undersigned owners of the following described property situated in Box Elder County, Utah, to-wit:

All lots inclusive in Mountain Glen Subdivision No. 1 according to the official plat thereof recorded in the office of the Recorder of Box Elder County, State of Utah.


ARE desirous of creating restrictions and covenants affecting said property.

NOW THEREFORE, in consideration of the premises, the undersigned hereby declare the property hereinabove mentioned subject to the following restrictions and covenants:

1. No lot shall be used except for residential purposes. 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 stories in height and a private garage or carport for not more than two cars.
2. No building shall be erected, placed or altered on any building plot in the above described property 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 said property, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of J. RICHARD ANDERSEN, TROY MILLER, AND WILLIAM JACOBSON or by a representative designed by a majority of the members of the said committee. In the event of the death or resignation of any member of said committee the remaining member, or members of the said committee, shall have full authority to approve or disapprove such designs and locations 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 or after January 1, 1963. 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 subdivision and duly recorded appointing a representative, or representatives, who shall hereafter exercise the same powers previously exercised by said committee.
3. No dwelling shall be permitted on any lot unless the ground floor area of the main structure, exclusive of one story open porches, carports, and garages, is not less than 800 square feet.
4. No building shall be located on a corner lot nearer than 25 feet to the street lot line on one side and 30 feet to the front lot line on one side.
5. No building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 8 feet with a total width of the 2 side yards of 18 feet, except that no side yard shall be required for a garage, carport, or other permitted accessory building located 70 feet or more from the front lot line. 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.
6. No dwelling shall be erected or placed on any lot having a width of less than 60 feet at the minimum setback line nor shall any dwelling be erected or placed on any lot having an area of less than 8,000 square feet.
7. 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.

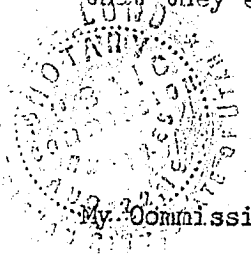
STATE OF UTAH)
) SS
COUNTY OF Box Elder)

On the 13th day of March, 1961, personally appeared before me MARONI R. BOOT AND FRANCIS PRISCILLA BOTT, _____, AND _____, some of the signers of the within instrument, who duly acknowledged to me that they executed the same.



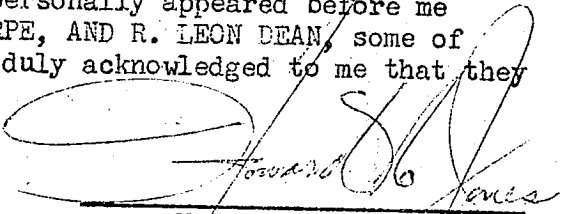
Notary Public
Residing at Brigham, Utah

My Commission Expires Aug 22, 1962
~~Oct 27, 1962~~



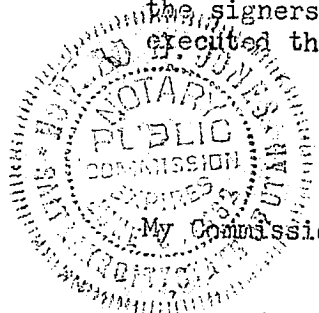
STATE OF UTAH)
) SS
COUNTY OF WEBER)

On the 13th day of March, 1961 personally appeared before me A. J. DEAN & SONS, A J. DEAN, RICHARD THORPE, AND R. LEON DEAN, some of the signers of the within instrument, who duly acknowledged to me that they executed the same.



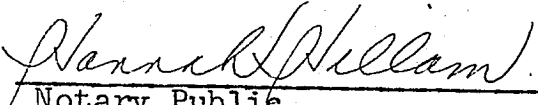
Notary Public
Residing at Ogden, Utah

My Commission Expires June 3
~~Oct 27, 1962~~



State of Utah)
County of Box Elder) ss

On the 1st day of September A.D. 1961 personally appeared before me Glenn L. Andersen and Grace E. Andersen, his wife, the signers of the within instrument, who duly acknowledged to me that they executed the same.



Notary Public
Residing at Brigham City, Utah
Com. expires Oct. 2, 1963



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ABSTD. IN BOOK 1 OF 500 PAGE 1-2-3-4

mt. glen subdiv. no. 1

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