


PROTECTIVE COVENANTS SKYLINE TERRACE PLAT 1,
Box Elder County, State of Utah.

That, whereas, the undersigned are the present owners of all the hereafter described property in Brigham City, Box Elder County, Utah.
And, Whereas, said area comprises an exclusive residential area in the City of Brigham City;
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 owners 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 SKYLINE TERRACE PLAT 1, BRIGHAM CITY, BOX ELDER COUNTY, UTAH.

1. All lots in 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 stories in height, and a private garage or carport for not more than two cars, and other outbuildings incidental to residential use of plot, No building shall be located on any lot nearer to the front 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, nor nearer than 8 feet and 10 feet to an interior lot line.
2. No residential structure shall be erected or placed on any building plot which plot has an area of less than 9,000 square feet.
3. 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.
4. 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.
5. The size of homes built on said subdivision shall be not less than 1050 square feet for one story dwelling and not less than 700 square feet on the first floor and not less than 600 square feet on the second floor of a two story building.
6. No fence on any side line of said lots shall project nearer to the street than the front of the house, nor to the setback to any side street.
7. No livestock, poultry, or animals, savedogs and cats which are domestic pets of the owner of lots shall be kept on these properties.
8. These covenants are to run with the land and shall be binding on the present owners and all parties and all persons claiming under them until thirty years from date of recording, at which time said covenants shall be automatically extended for successive periods of 10 years unless by a vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.
9. A Committee authorized to require and approve the conformity of all construction on said lots in the Skyline Terrace Plat 1, Brigham City, Box Elder County, Utah, in accordance with these covenants shall consist of Alton E. Wade, Wallace H. Wade, and Blaine Wade, 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. The powers and duties of said committee shall cease on and after the 26th day of January, 1972.
10. 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 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.
11. Invalidation of any 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.

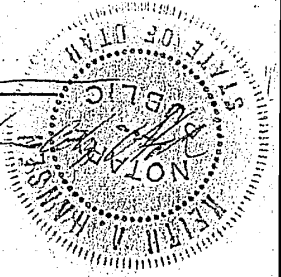
WADES, INC.
By Alton Wade


COUNTY OF WEBER)
) SS
STATE OF UTAH)

On the day of January, 1962 personally appeared before me Alton E. Wade, who being by me duly sworn did say that he is the President of Wades, Inc. and that the within foregoing instrument was signed by him in behalf of said corporation by authority of a resolution of the Board of Directors of said corporation, and said Alton E. Wade duly acknowledged that said corporation executed the same.

Commission Expires: *April 13, 1963*

[Signature]
Notary Public
Residing at *[Signature]*



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Plant 1

