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STATE OF UTAH } ss
COUNTY OF WEBER }
FILED AND RECORDED FOR
Ogden 1st Federal Sav. Loan
APR 13 3 28 PM '51

BOOK 363 PAGE 476

IN BOOK 363 OF Records
PAGE 476
DOROTHY B. CAMPBELL
COUNTY RECORDER

RESTRICTIVE AND PROTECTIVE COVENANT

Allice N. Pittman

THAT WHEREAS, the undersigned are the present owners of all of those lots and parcels of ground embraced within the area hereinafter specifically described; and

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

WHEREAS it is the desire of the owners thereof to place restrictive and protective covenants upon said lots and parcels of ground for the mutual benefit and protection of each individual owner thereof; and

WHEREAS said covenants are deemed necessary in order to qualify for Federal Housing Administration loans,

NOW, THEREFORE, for and in consideration of the sum of \$1.00, to each paid by the others, receipt whereof is hereby acknowledged, and other good and valuable consideration, each of the signors hereof, for himself, his heirs, executors, administrators and grantees, all covenant with each other and their respective administrators, executors, heirs and grantees, as follows:

1. That the premises to which these restrictive and protective covenants attach are specifically described as follows, to-wit:

Parcel One - That certain portion of R. C. Hunter Subdivision, South Ogden City, County of Weber, Utah, as shown on the Plat thereof, dated June, 14, 1949, being all of Lots 2 to 29, both inclusive.

Parcel Two - That portion of R. C. Hunter Subdivision, South Ogden City, County of Weber, Utah, as shown on the Plat thereof, dated June 14, 1949, being all of Lots 31 to 35, both inclusive.

Parcel Three - That portion of R. C. Hunter Subdivision, South Ogden City, County of Weber, Utah, as shown on the Plat thereof, dated June 14, 1949, being all of Lots 46 to 60, both inclusive.

2. All lots in the said tract shall be known and described as residential lots and no structure shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling, not to exceed two and one-half stories in height, and a private garage to accommodate not more than two cars. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved in writing by the City Counsel of South Ogden City, for conformity and harmony of external design with existing structures in the

subdivision; quality of workmanship and materials, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line, unless similarly approved.

3. No building shall be located on any residential building lot nearer than 25 feet to the front lot line, nor nearer than 15 feet to any side street line. No building shall be located nearer than 6 feet to an interior lot line except that no side yard shall be required for a garage or other permitted accessory building located 45 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of the 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 lot shall be resubdivided into, nor shall any dwelling be erected or placed on, any lot having a width of less than 50 feet at the minimum building setback line or an area of less than 5000 square feet.

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.

6. No noxious or offensive trade or 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. 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 twenty-five 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.

9. If the parties hereto, or any of them, or their heirs, or assigns or

grantees, 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 proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants, and either prevent him or them from so doing, or to recover damage or other dues for such violation.

10. 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.

Dated this 2 day of April, 1951.

Malvin W. Snuggs Lot #42
Maria T. Snuggs #2

Grace Robinson #3
Robert T. Robinson #5

Lawrence H. Thompson #4

James Thompson #6

Raymond B. Redrick #7
Lawrence Redrick #8

George F. Shepherd #9

Miss Beery #10
Miss Kinsley #10

William A. Harrison #11
Lawrence W. Harrison #11

Victor M. Marshall #12
Victor M. Marshall #13

Marjorie Hannah #14

Marjorie Hannah #15

Charles G. Gibson Lot #16
Phyllis E. Gibson #17

Charles G. Gibson #17
Phyllis E. Gibson #18

Alfred H. Gibson #19
Phyllis E. Gibson #19

Ray E. Lucas #21
Delores M. Lucas #21

Roscoe C. Hunter #22

Vienna Leonard Hunter #23
Roscoe C. Hunter #23

Vienna Leonard Hunter #24
Charles E. Snuggs #24

Charles E. Snuggs #25
Leona Gibson #26

Roy Gibson #26
Grace Robinson #27

Joseph L. Montgomery #27
Roscoe C. Hunter #28

Vienna Leonard Hunter #28
Betty Lee Marshall #28

Milton A. Jones #29
Narven W. Jones #29

Narven W. Jones #31

<i>Gerald B. Tesch</i>	- 4 -	<i>J. Neville</i>	
<i>Lucile Tesch</i>	Lot #32	<i>Kathryn L. Neville</i>	Lot #52
<i>Doris B. Shepard</i>	#33	<i>Dorothy P. Roskelley</i>	#53
<i>Theresa M. Simpson</i>	#34	<i>Leland V. Roskelley</i>	#54
<i>Harold R. Sinclair</i>	#35	<i>Stanley T. ...</i>	#55
<i>Ben Kincks</i>	#46	<i>Robert L. Torman</i>	#56
<i>Virian Amanda Kincks</i>	#47	<i>Christine J. Torman</i>	#57
<i>Wm. ...</i>	#48	<i>Maria H. Wilson</i>	#58
<i>Wm. ...</i>	#49	<i>Russell C. Hunter</i>	#59
<i>Wm. ...</i>	#50	<i>Verna Lena Hunter</i>	#60
<i>Gene W. Kelcey</i>	#51	<i>Mae Allmer</i>	
<i>Chas. H. ...</i>		<i>Edgar A. ...</i>	
		<i>B. ...</i>	
		<i>Calbert C. Bingham</i>	

AND



OGDEN FIRST FEDERAL SAVINGS & LOAN ASSN.
Lien Holder

By *D. P. ...* VICE PRES.
Wm. ... ASST. SECY.

STATE OF UTAH
County of Weber

On the 12 day of April, A.D. 1951, personally appeared
before me the signers of the above instrument, who duly acknowledged
to me that they executed the same.



Joseph F. Fiddy
Notary Public
Residing at:

My Commission Expires: