

RESTRICTIVE AND PROTECTIVE COVENANT

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 Ogden City, Weber County, State of Utah; and

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

NOW, THEREFORE, 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:

Hunter Hill Addition No 1 Ogden City, County of Weber, Utah, as shown on the Plat thereof, dated Sept. 9, 1952 being all of Lots 1 to 30 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 single family and duplex dwellings.

3. No building shall be located on any residential building lot nearer than 30 feet to the front lot line, nor nearer than 15 feet to any side street line. 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 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 60 feet at the minimum building setback line or an area of less than 6000 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 shange said covenants in whole or in part.

9. If the parties hereto, 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 an 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.

Signed this 11 day of Sept 1952 by

R.C. Hunter Realty Inc.
Roscoe C. Hunter
Roscoe C. Hunter Pres.

State of Utah)
County of Weber)

On the 11 day of Sept 1952 Personally appeared before me Roscoe C. Hunter and duly acknowledged that he signed the foregoing instrument for the purpose set forth in the dedication, acting in behalf of R.C. Hunter Realty, Inc. .

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Signed this 11 day of Sept 1952



STATE OF UTAH
COUNTY OF WEBER
FILED AND RECORDED FOR
R.C. Hunter
OCT 23 3 11 PM '52
IN BOOK 402 OF - Records
PAGE 53
DOROTHY B. CAMPBELL
COUNTY RECORDER

Notary Public
Residing at _____
My Commission expires: _____

PLATED INDEXED
RECORDED ABSTRACTED
COMPARED PAGED

Dorothy B. Campbell

R.C. Hunter
1952