

Whereas, the undersigned are the present owners of all of the lots, pieces and parcels of land 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, it is the desire of the owner of said subdivision to place restrictive covenants upon said lots for the mutual benefit and protection of future owners thereof, and

Now Therefore, the following restrictive covenants are placed upon said lots for the mutual benefit and protection of future owners, and that the premises to which these restrictive covenants shall attach are specifically described are as follows:

All of Henderson Subdivision No. 3, in Ogden City, Weber County, Utah.

A. All of said lots in the subdivision shall be known and described as residential lots. 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 and one-half stories in height and a private garage for not more than two cars, and shelters, tool houses and non-commercial green houses.

B. No building shall be located on any of said lots nearer than thirty feet to the front line, nor nearer than ten feet to any side street line; no building, except a detached garage or other out building located forty five feet or more from the front lot line, shall be located nearer than eight feet to any side lot line, and no dwelling shall be located on any interior lot nearer than four feet to the rear lot line.

C. No single family residential structure shall be erected or placed on any building plot, which plot has an area of less than 6000 square feet or a width of less than sixty feet at the front building set back line. 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.

D. 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.

E. The ground floor area of the main structure, erected on said lots, exclusive of one story open porches and garages, shall be not less than 750 square feet.

F. Basements affecting all lots are reserved as shown on the recorded plat, for utility installation and maintenance, and for the distribution of water from the lower-Box Elder Conservation District.

These covenants are to run with the land and each and every part thereof and shall be binding on all parties and all persons claiming under them until March 15th, 1957, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of a majority vote of the then owners of the lots constituting said blocks, it is agreed to change said covenants in whole or in part.

If any party hereto, or its successors 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 and proceedings at law or in equity against the person or persons violating or attempting to violate any such Covenant and either or prevent him or them from so doing or to recover damages or other dues for such violation.

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.

In witness whereof, the party to these covenants has hereunto caused this instrument to be executed this 15th day of March, 1957.

UTICING INVESTMENT CO.

By Robert L. Henderson
President

By Alfred L. Henderson
Secretary

