

Protective Covenants

Sun-View Addition #3

Whereas, the undersigned are the present owners of all 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, 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,

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

All of Lots 37 to 55, inclusive, Sun-View Addition #3 in Ogden City, Weber County, Utah.

A. All of said lots in the subdivision shall be known and described as residential lots, R-3. 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 and one-half stories in height and a private garage for not more than three cars, and shelters, tool houses and non-commercial green houses.

B. No building shall be erected, placed or altered on any lot in said blocks until building plans, specifications and plot plan showing the location of the building with respect to topography and finished ground elevations are approved by the architectural committee composed of Raymond W. Mayberry, 940 Taylor Avenue, Ogden, Utah; Maxine L. Jensen, 3856 Van Buren Avenue, Ogden, Utah; and Golden M. Jensen, 3856 Van Buren, Ogden, Utah. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

In the event said party or his designated representative fails to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to him, 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. The powers and duties of said party and of his designated representative, shall cease on and after June 1, 1969. Thereafter the approval thereon a written instrument shall be executed by the record owners of a majority of the lots in said blocks and duly recorded appointing a representative, who shall thereafter exercise the same powers previously exercised by said party.

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

D. No single family residential structure shall be erected or placed on any building plot, which plot has an area of less than 6,000 square feet or a width of less than sixty feet at the front building set back line.

E. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

F. 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.

G. No dwelling shall be permitted on any of the said lots with a ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than 1100 square feet, nor less than 900 square feet for a dwelling or more than one story.

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H. Easements affecting all lots are reserved as shown on the recorded plat, for utility installation and maintenance, and for the distribution of water from the South Ogden 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 June 1, 1967, 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 any 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 to recover damages or other dues for such violation.

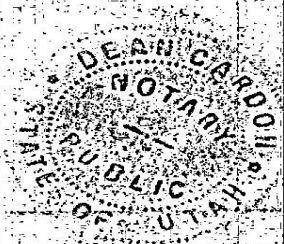
Invalidation of any of these Covenants by judgment or Court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

In Witness Whereof, the party to these covenants has hereunto caused this instrument to be executed this 29 day of March, 1958.

Nephi J. Brown
Raymond Mayberry
Daisy Mayberry

STATE OF UTAH)
 :SS
COUNTY OF WEBER)

On the 29th day of March, A. D., 1958, personally appeared before me Nephi J. Brown, Raymond Mayberry and Daisy Mayberry, his wife, the signers of the within instrument and who duly acknowledged to me that they executed the same.



Dean Cardon
NOTARY PUBLIC

Residing at Ogden, Utah.

Commission Expires 11-11-61

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3.90

STATE OF UTAH)
COUNTY OF WEBER) SS
FILED AND RECORDED FOR
Raymond Mayberry
MAR 8 3 33 PM '58

IN BOOK 578 OF RECORD
PAGE 569
RUTH EAMES OLSEN
COUNTY RECORDER

Lillian J. Peterson

Raymond Mayberry
940 Taylor

Platted Indexed
Recorded Abstracted
Compared Fee