

R. C. Hunt
 1105 Huntington St.
 Ogden, Utah 84404

PROTECTIVE AND RESTRICTIVE COVENANTS

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

WHEREAS said area comprises a subdivision of Ogden City, Weber County, State of Utah and

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:

That certain portion of North Park No. 4, Ogden City, Weber County, Utah as shown on the plat thereof, dated July 3, 1967, being all of the lots two to twelve inclusive.

2. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height and private garage or carport for not more than three cars; or duplex of not less than \$25,000.00 cost, costs based on prevailing costs at the time covenants are recorded, with garage or carports for not more than four cars.

3. No dwelling shall be permitted on any lot at a cost of less than \$10,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention of these covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than ten hundred fifty feet for one-story dwelling, nor less than five hundred feet for a dwelling of more than one story.

4. No building shall be located on any lot nearer than thirty feet to the front lot line, or nearer than twenty feet to any side street line. No building shall be located nearer than eight feet to an interior lot line except that no side yard shall be required for a garage or other permitted accessory located 25 ft. or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than fifteen 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.

5. No dwelling shall be erected or placed on a lot having a width of less than sixty six feet at the minimum building setback line nor shall any dwelling be erected or placed on a lot having an area less than six thousand feet.

6. Easements for installation and maintenance of utilities are reserved as shown on the recorded plat and over the rear five feet of each lot. Within these easements no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except where the responsibility is defined elsewhere.

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