

RESTRICTIVE AND PROTECTIVE COVENANT

THAT WHEREAS, the undersigned is the present owner of all of those lots and parcels of ground embraced within the area hereinafter specifically described.

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 promises to which these restrictive and protective covenants attach are specifically described as follows, to-wit:

That certain portion of Hunter Hill Addition # 5 to Ogden City, Weber County, Utah as shown on the plat thereof, dated April 6, 1961, being all of the lots fifty nine to sixty five inclusive and sixty seven to seventy two inclusive.

2. All of 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 20 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 35 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 30 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 re-subdivided 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. No structure shall be built which, with lot and off-site improvements, shall have a reasonable market value of less than Fifteen thousand dollars or less than twelve hundred square feet.

9. The officers of the R. C. Hunter Realty Inc., shall comprise the architectural

control board which shall have the authority to approve plans or other documents which concern the area included.

10- 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 thirty 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.

11- 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 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.

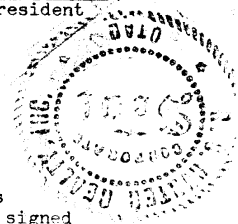
12- Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

R. C. Hunter Realty Inc.

Signed this 24 day of April 1961 by

Roscoe C. Hunter
Roscoe C. Hunter -- President

State of Utah)
County of Weber)



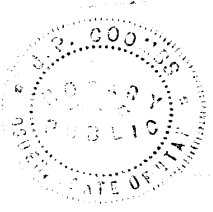
On the 24th day of April 1961 personally appeared before me Roscoe C. Hunter who being duly sworn, did say that he is the president of R. C. Hunter Realty Inc., and that said instrument was signed in behalf of said corporation by authority of its by laws and said Roscoe C. Hunter acknowledged to me that said corporation executed the same.

Signed this 24th day of April 1961

[Signature]
Notary Public

Residing at Ogdén, Utah

My commission expires 2-25-65



3.00

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STATE OF UTAH
COUNTY OF WEBER
FILED AND RECORDED FOR
Roscoe C. Hunter
APR 24 3 15 PM '61

IN BOOK 676 OF RECORDS
PAGE 315-316
RUTH SAUNDERS
COUNTY RECORDER

Margaret A. Little

Filed Indexed
Serialized Abstracted
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