

BOOK 585 PAGE 535

PROTECTIVE COVENANTS

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 North 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:

Lots One to Eight, inclusive, Marvella Heights
Number One, North Ogden City.

- 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 this subdivision without the plans having been approved and all proper permits obtained from the North Ogden City Department of Inspection.
- C. No structure shall be located on any lot nearer to the front line or side line than the minimum building setback lines. In any event, 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 any interior lot line except a detached garage or other out buildings located thirty five feet or more from the minimum building set back line and shall not be located nearer than one foot to any side lot line nor nearer than eight feet to any dwelling, and no dwelling shall be

located on any interior lot nearer than twenty five 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 six thousand 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 nine hundred square feet, nor less than nine hundred square feet for a dwelling or more than one story. Minimum cost of each dwelling as of this date \$12,000.00.
- 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 Weber 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 July 1, 1970, 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

BOOK 585 PAGE 537

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 nowise affect any of the other provisions which shall remain in full force and effect.

DATED this 16th day of July, 1958.

Arnold F. Cude
ARNOLD F. CUDE

Marvella Cude
MARVELLA CUDE

STATE OF UTAH)
: ss.
COUNTY OF WEBER)

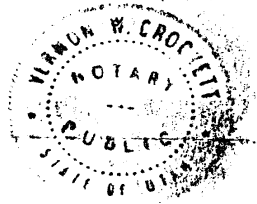
On the 16th day of July, 1958, personally appeared before me Arnold F. Cude and Marvella Cude, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

Arnold F. Cude
Notary Public

Residing at Ogden, Utah

My Commission Expires

March 13, 1961



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STATE OF UTAH)
COUNTY OF WEBER) ss
FILED AND RECORDED FOR
V. W. Crockett
JUL 16 4 20 PM '58

IN BOOK 585 OF RECORD
PAGE 535
RUTH EAHES OLSEN
COUNTY RECORDER

Lillian H. Peterson

YOUNG - THATCHER - GLASMANN
LAWYERS
OGDEN, UTAH