

PROTECTIVE COVENANTS

SILMONS AND MORGAN

Ogden, Utah

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 thereof 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 thereof, and that the promises to which these restrictive covenants shall attach are specifically described as follows, to-wit:

All of lots 1 to 23, both inclusive, in Block 23, Hob Hill Addition to Ogden City, Utah, together with the vacated alley running through said Block; and together with that part of Fillmore Avenue vacated by Ordinance No. 313, described as beginning at the Southwest corner of said Block 23, and running thence North 306.5 feet, more or less, to a point 18.5 feet North of the Northeast corner of said Block 23, thence West 18.5 feet, thence South 306.5 feet, more or less, to a point West of beginning; thence East 17.5 feet to the point of beginning. Also: That part of 20th Street vacated by Ordinance No. 313, described as: Beginning at the Northwest corner of said Block 23, and running thence East 890 feet, more or less, to the Northeast corner of said Block 23; thence North 18.5 feet; thence West 890 feet, more or less, to a point directly North of the point of beginning; thence South 17.5 feet to the point of beginning. Also that part of Pierce Avenue vacated by Ordinance No. 322 described as: Beginning at the Southeast corner of Block 23 of Hob Hill Addition, running thence North 0 deg. 59' East 306.5 feet, thence South 89 deg. 02' East 18.5 feet; thence South 0 degrees 59' West 306.5 feet; thence North 89 deg. 02' West 18.5 feet to the point of beginning.

Also: All of lots 1 to 13, both inclusive, in Block 27, Hob Hill Addition to Ogden City, Utah, together with the South half of the vacated alley running through said Block, together with that part of Fillmore Avenue vacated by Ordinance No. 313, and described as beginning at the Southwest corner of said Block 27, and running thence South 18.5 feet, thence West 18.5 feet; thence North 131.50 feet, more or less, to a point West of the center of the vacated alley running through said Block 27, thence East 18.5 feet; thence South 131.50 feet, more or less to the point of beginning. Also: That part of 20th Street vacated by Ordinance No. 313, described as beginning at the Southwest corner of Block 27, said Hob Hill Addition, and running thence East 890 feet, more or less to the Southeast corner of said Block 27; thence South 18.5 feet; thence West 890 feet, more or less to a point directly South of the point of beginning; thence North 18.5 feet to the point of beginning. Also that part of Pierce Avenue vacated by Ordinance No. 322 described as beginning at a point 18.5 feet South 0 deg. 59' West from the Southeast corner of Block 27 of said Hob Hill Addition and running thence North 0 deg. 59' East 375.0 feet; thence South 89 deg. 02' East 18.5 feet; thence South 0 deg. 59' West 375.0 feet; thence North 89 deg. 02' West 18.5 feet to the point of beginning.

Also: Part of Blocks 25 and 26, Hob Hill Addition to Ogden City, Utah together with part of the vacated alley in said Block 25, and part of 20th Street, vacated by Ordinance No. 313; and that part of Fillmore Avenue vacated by Ordinance No. 313, all described as follows: Beginning at a point on the East line of said Block 25, 60 feet North from the Southeast corner of said Block 25, running thence West 130 feet; thence North 350 feet; thence East 143.5 feet; thence South 350 feet; thence West 18.5 feet, to the point of beginning.

Also: Lot 1, Block 43, Hob Hill Addition to Ogden City, Utah.

A part of Pierce Avenue as dedicated in Nob Hill Addition and Nob Hill Addition Number 2 to Ordan City: Beginning at the Southeast corner of Block 26 of said Nob Hill Addition, running thence North 0 deg. 59' East 306.5 feet; thence South 89 deg. 02' East 16.5 feet; thence South 0 deg. 58' West 306.5 feet; thence North 89 deg. 02' West 16.5 feet to the point of beginning.

Also: Beginning at a point 16.5 feet South 0 deg. 58' West from the Southeast corner of Block 27 of said Nob Hill Addition and running thence North 0 deg. 58' East 161.6 feet; thence South 89 deg. 02' East 16.5 feet; thence South 0 deg. 58' West 161.6 feet; thence North 89 deg. 02' West 16.5 feet to the point of beginning. Also: Beginning at the Southwest corner of Block 43 in said Nob Hill Addition and running thence North 89 deg. 02' West 16.5 feet; thence North 0 deg. 58' East 137 feet; thence South 89 deg. 02' East 16.5 feet; thence South 0 deg. 58' West 137 feet to the point of beginning.

A. All lots in said subdivision shall be known and described as residential lots. A-1. 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 (3) 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 the building plans, specifications and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of C. F. Simmons and Leo F. Morgan or by a representative designated by the members of said Committee. In the event of death or resignation of either of said committee, the remaining member shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority.

In the event said committee, or its designated representative, fails to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to it, 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. Neither the members of such Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this Covenant. The powers and duties of such Committee and of its designated representative, shall cease on and after February 1, 1975. Thereafter the approval described in this Covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in said blocks and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said Committee.

C. No building shall be located on any of said lots nearer than twenty five (25) feet to the front lot line, nor nearer than ten (10) feet to any side street line; no building, except a detached garage or other outbuilding located forty five (45) feet or more from the front lot line, shall be located nearer than eight (8) feet to any side lot line, and no dwelling shall be located on any interior lot nearer than four (4) feet to the rear lot line.

D. No residential structure shall be erected or placed on any building plot, which plot has an area of less than Five Thousand (5000) square feet or a width of less than fifty (50) feet at the front building set back line.

E. 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.

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 costing less than Five Thousand (\$5000.00) Dollars shall be permitted on any lot in said blocks. The ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than Six Hundred Fifty (650) square feet, nor less than Six Hundred Fifty (650) square feet for a dwelling of more than one story.

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.

I. No person or persons of any race other than the Caucasian race shall use or occupy any building or lot in this subdivision, except that this covenant shall not prevent occupancy by domestic servants of a different race domiciled with an owner or tenant.

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 February 1st, 1975, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of a majority of the then owners of the lots constituting said blocks, it is agreed to change said covenants in whole or in part.

If the party hereto, or its successors or assigns, shall violate or attempt

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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 or to recover damages or other dues for such violation.

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.

IN WITNESS WHEREOF, the party to these covenants has hereunto caused this instrument to be executed by C. T. Simmons and Leo F. Morgan, this 27th day of May, 1949.

Simmons and Morgan

By Leo F. Morgan

By C. T. Simmons

Subscribed and sworn to before me this 27th day of May, 1949.

Marion Cooper
Notary Public,
Ordan, Utah

My commission expires
July 21, 1950

3500
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701
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1000
CONSULT
21501

154539

STATE OF UTAH
COUNTY OF WEBER
FILED
JUN 1 12 26 PM '49
IN BOOK 315-f-Records
PAGE 530
DOROTHY B. CAMPBELL
COUNTY RECORDER

Dorothy B. Campbell

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