

also known as Harriet E. Barker
WHEREAS, Harriet Barker/and Lyman Barker, are the owners of the following
described Real Estate, Situated in Ogden City, County of Weber, State of
Utah, to-wit:

All of El Rancho Ogden Addition to the City of Ogden, Weber County,
State of Utah, as recorded in the office of the County Recorder of
Weber County, State of Utah.

WHEREAS, Harriet Barker and Lyman Barker, as owners of said Real Estate
hereinfore described desires to place restrictions against the title to
said Real Estate.

NOW THEREFORE, in consideration of the premises, the following restrictions
are hereby created and declared to be covenants running with the title and
land hereinbefore described and each and every part thereof and the under-
signed owner hereby declares that the aforesaid land above referred to is
to be held and should be conveyed subject to the following reservations,
restrictions and covenants hereinafter set forth:

LAND USE AND BUILDING TYPE. 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 and one-
half stories in height and a private garage for not more than two cars. No
fence or wall shall be erected, placed or altered on any lot nearer to any
street than the minimum building setback line unless similarly approved.

DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot
at a cost of less than \$6500.00 based upon cost levels prevailing on the date
these covenants are recorded, such cost levels prevailing on the date these
covenants are recorded, such cost to include the cost of the improved lot
valued at \$1000.00. The ground floor area of the main structure, exclusive
of one-story open porches and garages, shall be not less than 720 square feet
for a one-story dwelling, nor less than 950 square feet for a dwelling of more
than one story.

BUILDING LOCATION. No building shall be located on any lot nearer than 25 feet
to the front lot line, or nearer than 10 feet to any side street line.

EASEMENTS. Easements for installation and maintenance of utilities and drainage
facilities are reserved as shown on the recorded plat and over the rear ten feet
on each lot.

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

TEMPORARY STRUCTURES. 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.

TERM. 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 twenty-five 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.

ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages.

WHO MAY ENFORCE. The covenants herein contained are understood and agreed to be such and shall be taken and held for the benefit of all lot owners and all lot owners shall individually have the right to enforce the restrictive covenants in this instrument.

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

WITNESS the hand of said Grantors, this 22nd day of June A. D. 1950

Signed in the presence of

Harriet E. Barker
Lyman Barker

Harriet E. Barker
Lyman Barker

STATE OF UTAH)
County of Weber) ss.

On the 22nd day of June A. D. 1950
also known as Harriet E. Barker

Personally appeared before me Harriet Barker and Lyman Barker, the signers of the within instrument, who duly acknowledged to me that they executed the same.

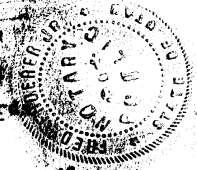
166002 500

Frank J. ...
(Notary Public)
Residing at Ogden, Utah

STATE OF UTAH)
COUNTY OF WEBER) SS
FILED AND RECORDED FOR
Security Title Co.
JUN 23 12 51 PM '50

My Commission Expires 2-1-54

IN BOOK 840 OF RECORD
PAGE 563
DOROTHY E. CAMPBELL
COUNTY RECORDER



PLATED O INDEXED OO
RECORDED O ABSTRACTED O
COMPARED O RECORDED O

Dorothy E. Campbell