

## RESTRICTIVE AND PROTECTIVE COVENANT

THAT WHEREAS, the undersigned is the present owner of all of these lots and parcels of ground 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 said covenants are deemed necessary in order to qualify for Federal Housing Administration loans;

NOW, THEREFORE, EACH of the signers 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 Hunter Hill Addition, 3 Ogden City, County of Weber, Utah, as shown on the Plat thereof, dated November 4, being all of lots 1 to 30 both inclusive.

2. All 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.

3. No building shall be located on any residential building lot nearer than 20 feet to the front lot line, nor nearer than 15 feet to any side street line. No building shall be located nearer than 6 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 35 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 resubdivided 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 to or may become an annoyance or nuisance to the neighborhood.