

Return to: John Stettler
708 8th Street
Ogden, Utah

BOOK 577 PAGE 56
Protective Covenants

STETTLER SUBDIVISION

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 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:

All of Lots 1 and 2, Block 1; Lots 1, 2, 3, 4, 5, 6, and 7, Block 2 and Lots 1, 2, 3, 4, 5, 6, 7, 8 and 9, Block 3, STETTLER SUBDIVISION to Ogden City, Weber County, State of Utah, according to the official plat thereof.

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 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 30 feet to the front lot line or nearer than 20 feet to any side street line. No building shall be located nearer than 8 feet to any interior lot line except a detached garage or other out buildings located 35 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 8 feet to any dwelling, and no dwelling shall be located on any interior lot nearer than 25 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 6,000 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 900 square feet, nor less than 900 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 and either or prevent him or them from so doing to recover damages or other dues for such violation.

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STETTLER SUBDIVISION

Invalidation of any 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 this 14th day of April, 1958.

John H. Baker
John H. Baker

E. Elizabeth Baker
E. Elizabeth Baker

Max B. Gailey
Max B. Gailey

Martha J. Gailey
Martha J. Gailey

John Stettler
John Stettler

Luella Stettler
Luella Stettler

Lester Stettler
Lester Stettler

Mern A. Stettler
Mern A. Stettler

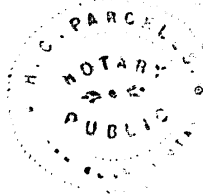
Ellen Southwick Stuart
ELLA SOUTHWICK STUART formerly known as
ELLA M. SOUTHWICK

State of Utah)
County of Weber) ss.

On the 14th day of April A.D. 1958, personally appeared before me JOHN H. BAKER and E. ELIZABETH BAKER, husband and wife; MAX B. GAILLEY AND WIFE MARTHA J. GAILLEY; JOHN STETTLER and wife LUELLA STETTLER; LESTER STETTLER and wife, MERN A. STETTLER; and ELLA SOUTHWICK STUART formerly known as ELLA M. SOUTHWICK, the signers of the within instrument, who duly acknowledged to me that they executed the same.

A. C. Parcells
Notary Public
Residing at Ogden, Utah
292142 490

My Commission Expires: May .12., 1958



STATE OF UTAH)
COUNTY OF WEBER) ss
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IN BOOK 577 OF RECORD
PAGE 56
RUTH EAMES OLSEN
COUNTY RECORDER

L. June Zornatis