

## RESTRICTIVE AND PROTECTIVE COVENANT

THAT WHEREAS, the undersigned are the present owners of all of those 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

NOW, THEREFORE, each of the signors 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:

North Park No. 2, Ogden, City, County of Weber, Utah, as shown on the Plat thereof, dated 23rd day of April, 1959, being all of lots 6 to 15, Block 2; 4 to 13 Block 5; 1 to 8 Block 6; 1 to 6 Block 7; and 1 to 9 Block 8 all 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 one detached single family dwelling not to exceed two and one half stories in height and private garages.

3. No building shall be located on any residential building lot nearer than 30 feet to the front lot line, nor nearer than 20 feet to any side street line. No building shall be located nearer than 8 feet to an interior lot line except that no side yard shall be required for a garage or other permitted accessory building located 45 feet or more from the minimum building setback line, but to be no closer than 6 feet to the rear of the residence. No dwelling shall be located on any interior lot nearer than 25 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 re-subdivided 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 be or may become an annoyance or nuisance to the neighborhood.

7. No structure of a temporary character, trailer, baserent, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

8. Minimum dwelling cost shall be \$13,000.00 and minimum 1-story floor area shall be 900 feet.

9. The architectural control committee is composed of R. C. Hunter 1105 Henderson Drive, Verna L. Hunter 1105 Henderson Drive and Millen D. Atwood 14 Sylvia Drive. No building shall be erected on any lot until the plans have been approved by the architectural control committee. No fence or wall shall be erected on any lot nearer to the street than the minimum building set back line unless approved by the architectural committee. A majority of the committee may designate a representative to act for it.

10. 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.

11. If the parties hereto, any of them, or their heirs, or assigns or grantees, shall violate or attempt to violate any of the covenants herein, it shall be lawful for an other person or persons owning any real property situated in said development or subdivision, to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants, and either prevent him or them from so doing, or to recover damage or other dues for such violation.

12. 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.

Signed this 13th day of May 1959 by

R. C. Hunter Enterprises Inc..

*Roscoe C. Hunter*  
Roscoe C. Hunter Pres.

State of Utah )  
County of Weber )

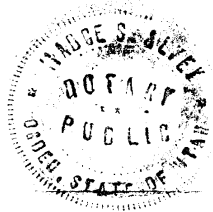
On the 13th day of May 1959 Personally appeared before me Roscoe C. Hunter and duly acknowledged that he signed the foregoing instrument for the purpose set forth in the dedication, acting in behalf of R. C. Hunter Enterprises Inc..

Signed this 13th day of May 1959

*Madge S. Arvey*  
Notary Public

Residing at Cogden, Utah

My commission expires 12-28-62



313724

Indexed   
 Abstracted   
 Page

STATE OF UTAH } SS 5.00  
 COUNTY OF WEBER }  
 FILED FOR RECORD FOR  
*Roscoe C. Hunter*  
 MAY 13 4 09 PM '59  
 IN BOOK 612 OF RECORD  
 PAGE 22-23-  
 RUTH EAMES OLSEN  
 COUNTY RECORDER  
*Irene H. Clark*