

*See title 2
2620 Wash Blvd.*

341207

STATE OF UTAH } SS
COUNTY OF WEBER }
FILED AND RECORDED

990

Security Title Co
AUG 23 2 53 PM '60

Platted ☐ Indexed ☐ ☐
Recorded ☐ Abstracted ☐
Compared ☐ Page ☐

BOOK 655 PAGE 95

IN BOOK 655 OF RECORD
PAGE 95-101

RUTH EAMES OLSEN
COUNTY RECORDER

PROTECTIVE COVENANTS

William J. Peterson

**PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AFFECTING PROPERTY OF
THE OLYMPUS HEIGHTS SUBDIVISION**

THIS DECLARATION made this 9 day of June, 1960, by
ROBERT L. WANGSGARD, PATRICIA WANGSGARD, husband and wife, DEAN FARMLEY,
E. L. WESTMORELAND, H. THOMAS ODEKIRK, DONNA B. ODEKIRK, husband and wife,
JOHN U. WEBBER, RUTH M. WEBBER, husband and wife, and OGDEN CITY
CORPORATION, hereinafter called the DECLARANTS,

W I T N E S S E T H

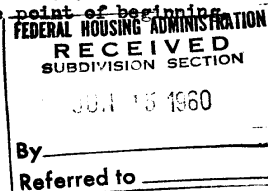
WHEREAS, the Declarants are the owners of the real property
described in Clause I of this Declaration and are desirous of subjecting
said real property to the restrictions, covenants, reservations, easements,
liens and charges hereinafter set forth.

CLAUSE I

FULLY PROTECTED RESIDENTIAL AREA. The residential area covenants
hereinafter provided shall apply to the following described premises,

to-wit:

That part of Nob Hill Addn. to Ogden City as recorded in Original Plat Book 6,
Page 1, of Weber County Records, described as follows: Beg. at the S.W. cor.
of lot 19 in Blk 41 of said Nob Hill Addn; th. N 0°58'E along the Wly. line of
said lot & the Wly. prolongation thereof, 187.35 ft. to the centerline of 21st
St; th. N 89°02'W along said centerline 98 ft.; th. N 0°58'E parallel to center-
line 2 ft. Ely from the Wly. lines of lots 6 & 21 in Blk 42 of said Nob Hill
Addn, 379.5 ft to the centerline of Rushton St; th. N 89°02'W 52 ft to a point
on the Sly prolongation of the Wly. line of lot 5, Blk 43 in said Nob Hill Addn;
th. N 0°58'E along the Wly. line 193.0 ft to the No. line of the Vacated alley
in Blk 43; th. N 89°02'W 100.0 ft to the S.W. cor. of lot 24 in said Blk 43; th.
N 0°58'E along the Wly. line of said lot 24 & the Wly. line of lot 3 Blk 44 of
said Nob Hill Addn. & their prolongation 389.10 ft. to the Nly. line of the
vacated alley in Blk. 44 of said Addn; th. N 7°20'07"W 138.55 ft.; th. N 52°
24'02"W 167.60 ft. to a point in the centerline of vacated Pierce Ave.; th.
N 0°58'E along said centerline 290.0 ft.; th. S 89°02'E 160.0 ft.; th. S 66°
02'E 500.0 ft.; th. S 86°02'E 200.0 ft.; th. N 77°58'E 240.0 ft.; th. S 23°11'
57"E 341.17 ft.; th. S 0°58'W 71.50 ft. to the No. line of the alley in Blk 45;
th. N 89°02'W 30 ft. to a point on the Nly. prolongation of the Wly. line of
lot 8 of said Blk.; th. S 0°58'W 145.10 ft. to a point 0.50 ft. Nly. from the
Nly. line of 20th St.; th. N 89°02'W parallel to said Nly. line 120.0 ft.; th.
S 0°58'W 100.0 ft. to a point that is Sly. 0.50 ft from the Sly. line of 20th
St.; th. S 89°02'E 150.0 ft. to a point that is Ely. 30.0 ft. from the Wly.
line of lot 17, of said Blk; th. S 0°58'W 255.06 ft. to a point on a curve
concave to the S.E., having a radius of 598.68 ft., & a central angle of 23°
34'47" along said curve 246.38 ft. to the end thereof; the chord to said
curve bears S 20°20'24"W 244.65 ft.; th. S 8°33'W. tangent to said curve
263.77 ft.; th. S 61°58'52"W 307.56 ft. to the S.W. corner of lot 24 in Blk. 48
of said Addn. th. N 89°02'W 404.0 ft. to the point of beginning



CLAUSE II

a. RESIDENTIAL AREA COVENANTS. LAND USE AND BUILDING TYPE.

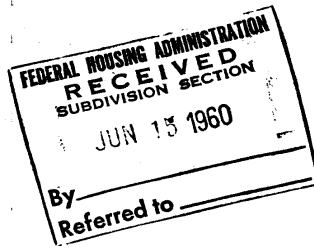
No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one half stories in height and a private garage for not more than two cars.

b. ARCHITECTURAL CONTROL. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. 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. Approval shall be as provided in Clause III.

c. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$11,000.00, based upon cost levels prevailing on the date of these covenants, as recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one -story open porches and garages, shall not be less than 850 square feet for a one-story dwelling, nor less than 700 square feet for a dwelling of more than one story.

d. BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located 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 an interior lot line, except that a one foot side yard shall be required for a garage or other permitted accessory building located 40 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 20 feet to the rear lot line. For purposes of this

BOOK 655 PAGE 97



covenant eaves, steps, and open perches shall not be considered as a part of a building, provided however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.

e. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 65 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 8,000 square feet.

f. EASEMENTS. 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.

g. NUISANCES. No noxious or offensive 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 neighbors or neighborhood.

h. TEMPORARY STRUCTURES. No structure of a temporary nature or 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.

CLAUSE III

ARCHITECTURAL CONTROL COMMITTEE.

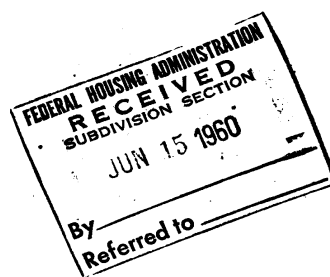
JOHN U. WEBBER

RUTH M. WEBBER

C. E. SLAVENS

a. MEMBERSHIP. The architectural control committee is composed of the above named members. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

b. PROCEDURE. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representatives, fails to approve or disapprove within 30 days



after plans and specifications have been submitted to it, or in any event, if any suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

CLAUSE IV

GENERAL PROVISIONS.

a. 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 the majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

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

c. SEVERABILITY. 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, for the purposes heretofore stated, we, the undersigned being owners of all of the land hereinbefore described, have executed these Protective Covenants this 9 day of June, 1960.

Dean B. Parmley John U. Weber
Robert L. Wangsgard Ruth M. Weber
Patricia Wangsgard H. T. Odekirk
E. L. Westmoreland Donna B. Odekirk
Ogden City
City Manager

STATE OF UTAH)
) ss
 County of Weber)

On the 9 day of June, 1960, personally appeared before me ROBERT L. WANGSGARD, PATRICIA WANGSGARD, DEAN PARMLEY, E.L. WESTMORELAND, H. THOMAS ODEKIRK, DONNA B. ODEKIRK, JOHN U. WEBBER, RUTH M. WEBBER, AND OGDEN CITY CORPORATION, and duly acknowledged to me that they executed the foregoing Protective Covenants.

John C. Stratford
 Notary Public:
 Residing at Ogden, Utah



Approved as to form:

John D. Appomier

