

670 E. 5300 So.
So. Ogden

BOOK 759 PAGE 600

AMENDED PROTECTIVE COVENANTS
COVERING CAROLE HEIGHTS SUBDIVISION

FEDERAL HOUSING ADMINISTRATION
RECEIVED

1983

By _____
referred to _____

Whereas, the undersigned are the present owners of all of the Lots in CAROLE HEIGHTS SUBDIVISION in South Ogden City, Weber County, State of Utah, and,

Whereas, it is the desire of the owners 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 benefit and protection of future owners.

- A. No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single family dwelling and a private garage or carport for not more than 2 cars, and other structures as provided in Paragraph "P".
- B. No building, outhouse, garage, fence, wall, retaining wall, or other structure of any kind shall be added, erected constructed, placed, or maintained on said real property, or any part thereof, nor shall there be any changes made to the exterior of improvements on the property by the way of alteration, additions, repairing, remodeling, or adding unless prior to the commencement of any construction, excavation and floor plans for each floor and basement, color scheme thereof, and two plot plans indicating and fixing the exact location of such structure, or such altered structure on the lot with reference to the street and side lines thereof shall have been first submitted in writing for approval, and approved in writing by a committee, which committee is provided in Paragraph "F".
- C. In the event the proposed improvement be only for repainting or redecorating the exterior of such structure without remodeling or changing, or making additions thereto, it shall be necessary to file in duplicate the color schemes of such proposed work and have the same approved in writing prior to the commencement of such work.
- D. The Committee shall endorse the plans and specification, etc., on all work performed whether for decoration or alteration and shall return one set of approved plans and specifications to the owner, and retain one set in a file for a permanent record.
- E. When the construction of any building on any lot is once begun, work thereon must be prosecuted diligently and it must be completed within a reasonable time. No building shall be occupied during construction or until made to comply with all requirements of this Declaration.
- F. The building and architectural committee shall be composed of Art Christiansen, Evelyn Christiansen and A.B. Montgomery, or by a representative designated by a majority of the members of said Committee. In the event of death or resignation of either member of said committee, the remaining members shall have full authority to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of such alterations have been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the members of such committee, nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee, and of its designated representative, shall cease on and after August 30, 1983. Thereafter, the approval described in this covenant shall not be required unless prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of said lots and duly recorded appointing a representative or representatives, who shall thereafter exercise the same powers previously exercised by said Committee. It is the intent of these deed restrictions to define the name "Committee" wherever it appears in the Deed Restrictions, to mean the "Building and Architectural Committee" referred to in this paragraph.
- G. No building shall be located nearer to the front lot line or nearer to the side streetline than the building setback lines shown on the recorded plat except on corner lots. In any event, no building shall be located on any residential building plot nearer than 30 feet to the front lot line, nor nearer than 20 feet to any side

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street line. No building except a detached garage or other outbuilding located 50 feet or more from the front lot line, shall be located nearer than 8 feet to any side lot line.

H. No residential structure shall be erected or placed on any building lot, which lot has an area of less than 8,000 square feet or a width of less than 67 feet at the front building setback line.

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

J. 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. Nor shall any house be moved upon any lot or any part of a lot in this section unless permission be given by committee mentioned above in Paragraph "F".

K. No dwelling, outhouse, or garage on any lot shall be painted any color other than the original color of the residence located thereon, unless and until written approval shall have been secured from the committee.

L. No animals, bird or fowl, including but not limited to horses, hogs, cattle, cows, goats, sheep, rabbits, hares, dogs, cats, pigeons, pheasants, game birds, game fowl or poultry, (except as in Paragraph "M" hereof permitted) shall be kept or maintained on any part of said property.

M. Dogs and Cats may be kept upon any lot in reasonable number of such pets for the pleasure and use of the occupants of said lot, but not for any commercial use or purpose. The Committee shall have the right to determine what is a reasonable number of such animals. Rabbits and poultry may not be kept upon any lot for any purpose, unless and until authorized in writing by the committee and in granting any such authorization the committee shall have the right to limit the number and prescribe the conditions under which any such rabbits and poultry may be kept. In no event shall any roosters, or other noisy fowl, be kept for any purpose on any lot.

N. No dwelling shall be permitted on any lot in the tract with a ground floor area of the main structure, exclusive of open porches and garages, which shall be less than 1000 square feet.

O. Easements affecting all lots are reserved as shown on the recorded plat for utility installation and maintenance. In any event, an easement is reserved over the rear 5 feet of each lot and over such sideyard lines 5 feet in width, as shall be required for utility installation and maintenance, as shown on the recorded plat.

P. No signs, billboards, or advertising structures may be erected or displayed on any of the lots except "CAROLE HEIGHTS SUBDIVISION": however, a single sign, not more than 3 x 5 feet in size, advertising a specific lot or house for sale or for rent, may be displayed on the premises affected. Nor shall any trash, ashes or any other refuse be thrown or dumped on any lot or any part thereof.

Q. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until August 30, 1993 at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

If the parties hereto, or any of them or their heirs 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

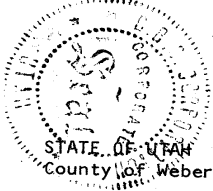
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subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to redover damages or other dues for such violation.

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.

The above Amended Protective Covenants Covering Carole Heights Subdivision are filed in lieu of the original Protective Covenants recorded September 9, 1963 in Book 752, pages 508-510 of Weber County Records, which original Protective Covenants are hereby specifically cancelled and revoked by this instrument.

In witness whereof, we have hereunto set our hands this 30th day of October, 1963.



C.B.C. CORPORATION

By Arthur Christiansen
President

STATE OF UTAH)
County of Weber) ss.

On the 30th day of October, A.D. 1963 personally appeared before me ARTHUR CHRISTIANSEN, who being by me duly sworn, did say that he is the President of C.B.C. CORPORATION, a corporation, and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said ARTHUR CHRISTIANSEN acknowledged to me that said corporation executed the same.

Residing at Ogden, Utah
My Commission Expires: 6/15/66

Walter Bussing
Notary Public



* * * *

Boyd T. Mildon
Boyd T. Mildon

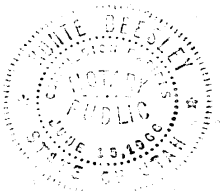
Norma J. Mildon
Norma J. Mildon

STATE OF UTAH)
County of Weber) ss.

On the 30th day of October, A.D. 1963 personally appeared before me BOYD T. MILDON and NORMA J. MILDON, husband and wife, the signers of the within instrument, who duly acknowledged to me that they executed the same.

Residing at Ogden, Utah
My Commission Expires: 6/15/66

Walter Bussing
Notary Public



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PRUDENTIAL FEDERAL SAVINGS AND LOAN ASSOCIATION

By Robert R. Billingsley
Loan Officer

415130

FILED AND RECORDED FOR HCC
C. B. C. Corporation
1963 DEC 2 10 11 37

Recorded Abstracted
Compared Page

James H. Tolson
DEPUTY