

BOOK 672 PAGE 654 AMENDED RESTRICTIONS

The Amended Restrictions set forth below are recorded in lieu of the Restrictions previously recorded January 16, 1961 in Book 668, Page 65 of Records, which restrictions are hereby revoked.

KNOW ALL MEN BY THESE PRESENTS:

The undersigned owners of the following described property situate in Weber County, State of Utah, to-wit:

All of Lots inclusive in WRIGHT HILLS SUBDIVISION, PLAT B, according to the official plat thereof recorded in the office of the Recorder of Weber County, State of Utah.

ARE desirous of creating restrictions and covenants affecting said property.

NOW THEREFORE, in consideration of the premises, the undersigned hereby declare the property hereinabove described subject to the following restrictions and covenants:

1. 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 stories in height and a private garage for not more than two cars, or a car port for not more than two cars.
2. No building shall be erected, placed, or altered on any building plot in the above described property until the building plans, specifications, and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the said property, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of J. RICHARD ANDERSEN, JEROME MOONEY, and BRIGHAM D. MADSEN or a representative designated by a majority of the members of the said committee. In the event of death or resignation of any member of said committee the remaining member, or members of the said committee, shall have full authority to approve or disapprove such designs and locations 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 buildings or the making of such alteration has 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 representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee, and its designated representative shall cease on or after January 1, 1965. 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 the lots in said subdivision and duly recorded appointing a representative, or representatives, who shall hereafter exercise the same powers previously exercised by said committee.
3. No dwelling shall be permitted on any lot unless the ground floor area of the main structure, exclusive of one story open porches and garages, is not less than 800 square feet.
4. No building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 8 feet with a total width of the 2 side yards of 18 feet, except that no side yard shall be required for a garage or other permitted accessory building located 70 feet or more from the front lot line. For the purposes of this covenant, eaves, steps, and open porches 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.
5. No dwelling shall be erected or placed on any lot having a width of less than 65 feet at the minimum setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 8,000 square feet.
6. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown upon the recorded plat and over the rear five (5) feet of each lot.

(Continued.)

7. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. The maximum heights or any fence shall be six feet and shall not extend beyond the front setback of the dwelling, provided however, that the building committee shall have power to grant variances for retaining walls to extend beyond the front setback line.

8. No structure of a temporary 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.

9. 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.

10. 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 violations or to recover damages.

11. 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.

WITNESS our hands this 14TH day of March 1961.

SPACERAMA PRODUCTIONS, INC.

By: J. Richard Andersen
J. Richard Andersen, President

HURST LUMBER COMPANY

By: Ernest L. Hurst
Ernest L. Hurst, President

By: Elyva Irene Hurst
Elyva Irene Hurst, Secretary

Douglas B. Stephens
Douglas B. Stephens

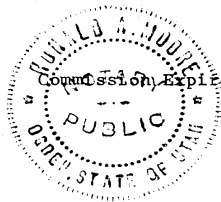
Elaine R. Stephens
Elaine R. Stephens

STATE OF UTAH)
) :SS.
COUNTY OF WEBER)

On the 14th day of March, 1961, personally appeared before me, by me duly sworn did say that he the said J. Richard Andersen, is the President of SPACERAMA PRODUCTIONS, INC., and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said J. Richard Andersen, duly acknowledged to me that said corporation executed by same and that the seal affixed is the seal of said corporation.

Donald O. Moore
Notary Public

Residing at OGDEN, UTAH



(Continued.)

STATE OF UTAH)
:SS.
COUNTY OF WEBER)

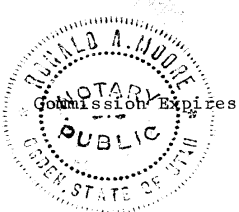
On the 15th day of MARCH, 1961, personally appeared before me Ernest L. Hurst and Elva Irene Hurst, who being by me duly sworn, did say that they are the President and the Secretary respectively of the HURST LUMBER COMPANY, a corporation and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and the said Ernest L. Hurst and Elva Irene Hurst acknowledged to me that said corporation executed the same.



Ronald A. Moore
Notary Public
Residing at OGDEN, UTAH

STATE OF UTAH)
:SS.
COUNTY OF WEBER)

On the 14th day of MARCH, 1961, personally appeared before me Douglas B. Stephens and Elaine R. Stephens, the signers of the within instrument who duly acknowledged to me that they executed the same.



Ronald A. Moore
Notary Public
Residing at OGDEN, UTAH

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STATE OF UTAH)
COUNTY OF WEBER) SS
FILED AND RECORDED BY
Ruth Eames Olsen
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IN BOOK 672 RECORD
PAGE 654-656
RUTH EAMES OLSEN
COUNTY RECORDER
Ruth Eames Olsen