

The Amended Restrictions set forth below are recorded in lieu of the Restrictions previously recorded March 15, 1961 in Book 672, Page 654 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 "BECHTOLD HILLS SUBDIVISION", Tract B, according to the official plat thereof recorded in the office of the Recorder of Weber County, State of Utah.

All of the covenants of creating restrictions and covenants affecting said property.

NOW WHEREFORE, in consideration of the premises, the undersigned hereby declares 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 by the committee and members of external design with existing structures in the said property, and as to location of the building with respect to front, side and finished ground elevation, by a committee composed of 1, J. W. ... and ... on a representative declaration signed by a majority of the members of the said committee. In the event of a written declaration of any member of said committee the remaining members of said committee shall have full authority to approve or disapprove such building and location within thirty days after said plans and specifications have been submitted to it, or in any event, if no suit to enforce the creation of such building or the nature of such alteration has been commenced prior to the expiration thereof, such approval will not be required and this covenant shall be deemed to have been fully complied with. Written declarations of any committee member or its authorized representative shall be entitled to the same weight as the committee and its authorized representative shall receive in any suit filed on or after January 1, 1961. Thereafter, the approval described in this covenant shall not be required unless, prior to said date and after the expiration of the written statement shall be executed by the then record owners of a majority of the lots in said subdivision and duly recorded on public records as a separate plat, or representative, shall have been granted the same terms as originally provided by said committee.
3. No building shall be permitted on a lot unless the ground floor area of the building structure, exclusive of any stairs, car porch and carport, is not less than 20 square feet.
4. No building shall be located on a corner lot closer than 25 feet to the front lot line on one side and 10 feet to the front lot line on the other.
5. No building shall be located on any lot closer than 20 feet to the front lot line on one side than 2 feet with a total width of the 2 side yards on the lot, except that on sides that shall be no more than 10 feet from the side of any building located 70 feet or more from the front lot line. For the purposes of this covenant, carport, stairs, and car porch shall not be considered to be part of a building, provided, however, that this shall not be construed to permit a building on a lot to encroach upon another lot.
6. No dwelling shall be erected on a lot less than 10 feet wide and 10 feet deep, 20 feet to the minimum setback line, nor shall any building be erected on a lot less than 10 feet wide and 10 feet deep.
7. The streets on said lot shall be paved with asphalt and shall be maintained and repaired as shown on the amended plat and over the west line (A) of said lot.

(Continued)

AMENDED RESTRICTIONS - WRIGHT HILLS SUBDIVISION, PLAT B, CONTINUED. PAGE 2.

8. 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 of 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.

9. 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.

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 30 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.

11. Enforcement shall be by proceedings at law or in equity against any person who has violated or attempted to violate any covenant either to restrain violation or to recover damages.

12. Invalidity of any one of these covenants by judgment of a court of law shall in no way affect any of the other provisions which shall remain in full force and effect.

WITNESSES our hand this 21 day of April 1961.

FIRST TRUST COMPANY

By: Ernest L. Hurst, President

By: Elva Irene Hurst, Secretary

WITNESSES our hand this 21 day of April 1961.

On the 21 day of April, 1961, personally appeared and being by the said Ernest L. Hurst and Elva Irene Hurst, his wife by a duly sworn, did say that the said Ernest L. Hurst and the Secretary, respectively of the FIRST TRUST COMPANY, did execute and that said instrument was signed in behalf of said corporation in accordance with the resolution of its Board of Directors and the said Ernest L. Hurst and Elva Irene Hurst acknowledged to be the said corporation executed by one and the other.

Norman L. Bunker, Notary Public

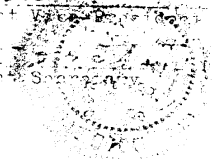


Witness at Ogden, Utah

ROYAL CANNON CORPORATION

By: S. E. Fisher, Assistant Secretary

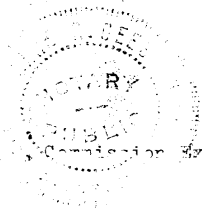
By: Kenneth H. Matheson, Assistant Secretary



On the 21st day of April, 1961, personally appeared and being by the said D. E. Fisher, Assistant Secretary of ROYAL CANNON CORPORATION, and that he the said Kenneth H. Matheson is the Assistant Secretary of ROYAL CANNON CORPORATION, and that they did execute and that said instrument was signed in behalf of said corporation in accordance with the resolution of its Board of Directors and the said D. E. Fisher and Kenneth H. Matheson acknowledged to be the said corporation executed by one and the other.

(Continued)

AMENDED RESTRICTIONS - WRIGHTS HILLS SUBDIVISION, DEED, S.W. 1/4, T.12N., R.10E., S.40E., DIST. 12



James H. Allen
Notary Public

Residing at Woods Cross, Utah

Noted Indexed
Serialized
Classified

STATE OF UTAH
COUNTY OF DEWEY
FILED AND RECORDED FOR
MAY 1 4 35 PM '61

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IN BOOK 677 OF RECORDS
PAGE 5-7
BY THE CLERK
DEWEY COUNTY, UTAH

James H. Allen