

*Cardon*  
*2469 Herald Ave*

WASATCH HILLS DEVELOPMENT COMPANY, INC., )  
a Utah corporation; GEO D. CARDON CO., )  
INC. (as Trustee), a Utah corporation; )  
and MARTHA STEIMLE, ) COVENANTS AND RESTRICTIONS  
TO )  
WHOM IT MAY CONCERN )

WHEREAS, Wasatch Hills Development Company, Inc., Geo D. Cardon Co., Inc. (as Trustee), and Martha Steimle, are the owners of Lots 2 to 122, both inclusive, in South Heights Addition No. 1 Subdivision in South Ogden City, Weber County, Utah; and, as such owners, they are empowered, among other things, to prepare and adopt covenants and restrictions for said area; and being desirous of creating a general building and use plan for the protection of all persons who may become owners of lots or parcels of land within said area:

NOW, THEREFORE, in consideration of the premises and of the benefits that will or may accrue to them in the disposition of lots or parcels of land within the said addition, and their and each of their heirs, executors, administrators and assigns, and with all whom it may concern, that each and all of such lots or parcels of land when sold and conveyed shall be owned, held and enjoyed by all persons, including the undersigned, who may become the owners thereof, and each of them and each of their heirs, executors, administrators and assigns, subject to and with the benefit of the following restrictions which are hereby declared to be covenants running with the land and binding upon each and every owner thereof:

1. All lots in said area shall be used and numbered in suitable consequence for residential purposes except Lot 1, which is owned by the Board of Education of Weber County School District and which will be used for school purposes. Lots 2 to 122, both inclusive, shall be considered and referred to hereinafter as "residential" lots. No structures shall be erected, altered, placed or permitted to remain on any residential lot other than one detached single family dwelling not to exceed two stories in height and a private garage suitable in size to accommodate cars actually being used by members of the family dwelling.
2. No building shall be erected, placed or altered on any residential 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 the majority of a committee composed of Dean Cardon, Douglas B. Stephens, and the South Ogden building inspector, or by 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 alterations 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 of its designated representative, shall cease on or after January 1, 1975. 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 thereafter exercise the same powers previously exercised by said committee.

3. No dwelling shall be permitted on any residential lot unless the ground floor area of the main structure, exclusive of one story open porches and garages or carports, is not less than 1150 square feet if the dwelling contains an attached garage or carport, nor less than 1200 square feet if the dwelling contains a detached garage or carport; provided, that as to split-level homes, the computation of the total square feet shall be based upon a measurement of the main level and the upper level of the dwelling. Notwithstanding the foregoing provisions, any two-story dwelling must contain a minimum of 900 square feet, computed as herein provided on the main living level and the total amount of square feet for the entire dwelling must contain at least 1700 square feet. For the purposes of this paragraph, no basement area, whether enclosed or of a walk-out type, shall be considered as a main living area or as the ground floor area of any structure.
4. No building shall be located nearer to the front lot line than 25 feet or nearer than 20 feet to a side street in case of corner-lot construction. The minimum side yard for any dwelling shall be 8 feet and the total width of the two required side yards shall not be less than 10 feet. The minimum side yard for a private garage shall be 8 feet; except that a private garage and any other accessory building, located at least 6 feet in the rear of the main dwelling, may have a minimum side yard of 1 foot, provided, however, that no private garage or other accessory buildings shall be located closer than 10 feet to a dwelling on an adjacent lot.
5. No structure shall be erected or placed on any residential building area (including any lot or several lots or portions of lots) which has an area of less than 6,000 square feet, nor which has a width of less than 65 feet at the minimum allowable front building set-back line.

6. No trailer, basement, tent, shack, garage, barn or other out-building erected on the tract, or brought or placed upon the tract, shall at any time be used as a permanent or semi-permanent residence.
7. 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.
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.
9. The maximum height of any fence in the area shall be 6 feet and shall not extend beyond the front set-back line of the dwelling; provided, however, that the building committee shall have the power to grant variances for retaining walls to extend beyond the front set-back line.
10. These covenants are to run with the land and shall be binding on all persons claiming the same until January 1, 1985, at which time said covenants and each of them shall be automatically extended for not to exceed two successive periods of ten years thereafter, unless, by a vote of a majority of the owners of the lots, acting within six months prior to January 1, 1985, or January 1, 1995, as the case may be, it is agreed to change the said covenants and restrictions in whole or in part.
11. If the parties hereto, or any of them, or their heirs, successors or assigns, shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any other person or persons, owning any real property situate in said tract or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction for the purpose of preventing him or them from doing so, or of recovering damages, or both, and for such other relief as may be accorded by law.
12. Invalidation of any one of these covenants or restrictions by judgment or court order, or should any one of the same be in conflict with any applicable ordinance of South Ogden City by reason of being less restrictive, in whole or part, than the provisions contained in said ordinance, shall in no way affect any of the other provisions, which shall remain in full force and effect.



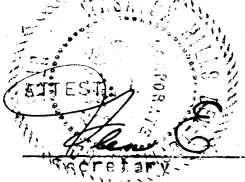
GEO. D. CARDON CO., INC.  
Trustee

By Dean Cardon  
President

James H. Cardon  
Secretary

WASATCH HILLS DEVELOPMENT COMPANY, INC.

By Martha Steimle  
President



James H. Cardon  
Secretary

Martha Steimle  
Martha Steimle

STATE OF UTAH )  
                  ) ss.  
COUNTY OF WEBER )

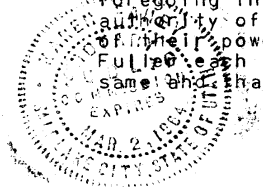
On the 29th day of June, 1961, personally appeared before me Dean Cardon and Faye H. Cardon, who being by me duly sworn did say, each for himself: That he, the said Dean Cardon, is the President, and she, the said Fay H. Cardon, is the Secretary of Geo. D. Cardon Co., Inc., and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and by virtue of their powers as trustees; and said Dean Cardon and Fay H. Cardon each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.



Denise L. Vaccaro  
Notary Public--Residing  
at Ogden, Utah  
Commission expires: July 20th, 1964.

STATE OF UTAH )  
                  ) SPUR/PLK ss.  
COUNTY OF ~~WEBER~~ )

On the 30 day of June, 1961, personally appeared before me Douglas B. Stephens and Glen E. Fuller, who being by me duly sworn did say, each for himself: That he, the said Douglas B. Stephens, is the President, and he, the said Glen E. Fuller, is the Secretary of Wasatch Hills Development Company, 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 by virtue of their powers thereunder; and said Douglas B. Stephens and Glen E. Fuller each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.



James J. [unclear]  
Notary Public--Residing  
at [unclear], Utah

STATE OF CALIFORNIA )  
                  ) Los Angeles ss.  
COUNTY OF Los Angeles )

On the 30 day of June, 1961, personally appeared before me Martha Steimle, a widow, the signer of the foregoing instrument, who duly acknowledged to me that she executed the same.



Hazel Hunt Carter  
Notary Public--Residing  
at Roll, California

359871

STATE OF UTAH ) ss. 5.23  
COUNTY OF WEBER )  
Dean Cardon  
JUN 25 4 00 PM '61

BOOK 682 RECORD  
PAGE 386-389  
JUN 25 1961  
Jane H. Clark

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