

P.O. Box 388

310649

STATE OF UTAH } SS 3.80
COUNTY OF WEBER }
FILED AND RECORDED FOR
Ames Development Co.
MAR 24 11 04 AM '59

BOOK 607 PAGE 341

Plotted Indexed
Recorded Abstracted
Compared Page

IN BOOK 607 OF RECORD
PAGE 341-343
RUTH EAMES OLSEN
COUNTY RECORDER
Edith D. White

AMES DEVELOPMENT COMPANY, a corporation,)
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 to)
 WHOM IT MAY CONCERN)
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)
)

PROTECTIVE COVENANTS
COVERING SUNCREST PARK
NUMBER 3.

* * * * *

The undersigned, being the sole owner of the lots comprising Suncrest Park Number 3, a subdivision of Ogden City, Weber County, Utah, does hereby agree with any and all grantees, their heirs, executors, administrators, successors and assigns of all or any portion of said property herein described as Suncrest Park No. 3, a subdivision of Ogden City, Weber County, Utah, that it will and does hereby adhere and subscribe to the Covenants hereinafter set out, and the same shall be binding upon it and shall be and constitute Covenants running with the land.

The Covenants are as follows:

1. These covenants are to run with the land and shall be binding on all persons claiming under it from date hereof until July 1, 1980, at which time said covenants shall be automatically extended for successive period 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.
2. If the party hereto, or any of its 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 on the above described property 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 recover damages or other dues for such violation.
3. 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.
4. All above described lots in the tract shall be known and described as residential lots. No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single family dwelling not to exceed two stories in height and a private garage for not more than two cars.

HOWE, STINE & OLINSTEAD
ATTORNEYS
OGDEN - UTAH

5. 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 A. L. Trowbridge, Neil R. Olmstead and B. J. Houtz, or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member, or members, shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event said committee, or its designated representative, fails 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 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 July 1, 1980. 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 above described and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

6. No residence shall be located on any residential building lot described above nearer than twenty feet to the front lot line, or nearer than eight feet to any side lot line, excluding porches, garages, cornices, spoutings, chimneys and purely ornamental projections. If a carport or garage is constructed on the said building lot, detached or attached, it shall comply with the applicable zoning ordinances of the City of Ogden. No residence shall be erected on any of the above lots farther than sixty feet from the front lot line.

7. No residential structure shall be erected or placed on any of the above described building plots, which plot has an area of less than 5,000 square feet or a width of less than forty five feet at the front building setback line.

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.

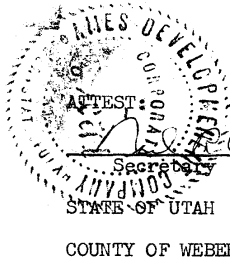
9. No trailer, basement, tent, shack, garage, barn or other out-building erected in the said tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

10. The ground floor area of any dwelling permitted on any of the above described lots shall not be less than 850 square feet, exclusive of one story open porches and garages, in the case of a one story structure, and the ground floor area shall not be less than 800 square feet in the case of a one and one-half or two story structure.

11. An easement is reserved over the rear five feet of each of the above named lots for utility installation and maintenance.

12. No permanent provision shall be made on any of the above described lots for the raising of poultry, or the housing of cows, horses or other livestock.

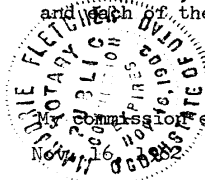
Dated March 20, 1959.


 ATTEST:
Neil R. Olmstead
 Secretary
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) ss
)
 COUNTY OF WEBER)

AMES DEVELOPMENT COMPANY, a corporation

By B. J. Houtz
Vice President

On the 20th day of March, 1959, personally appeared before me B. J. Houtz and Neil R. Olmstead, who being by me duly sworn did say that they are the Vice President and Secretary respectively of Ames Development 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 said B. J. Houtz and Neil R. Olmstead and each of them acknowledged to me that said corporation executed the same.


 Commission expires:

Margorie Fletcher
 Notary Public
 Residing at Ogden, Utah
 HOWELL STINE & OLNSTEAD
 ATTORNEYS
 OGDEN - UTAH