

AMENDMENT AND SUPPLEMENT TO PROTECTIVE COVENANTS

WHEREAS, the undersigned are the present owners and since a time prior to July 16, 1958, have been the owners of all of the following described land situate in North Ogden City, County of Weber, State of Utah, to-wit:

Lots 1 to 8, inclusive, Marvella Heights No. 1, a subdivision of land in North Ogden City, Utah;

and

WHEREAS, on July 16, 1958, the undersigned executed, acknowledged and caused to be recorded in the office of the County Recorder of Weber County, Utah, in Book 585 of Records at Page 535, certain "PROTECTIVE COVENANTS" for the mutual benefit and protection of said land and the owners and future owners thereof; and

WHEREAS, the undersigned owners deem it desirable to extend the effective term of said Protective Covenants and to make certain additional Protective Covenants for the protection of said land and the present and future owners thereof,

NOW, THEREFORE, the undersigned owners of the properties aforesaid do hereby covenant and agree with each other and with all future owners of the lands aforesaid or any part thereof, that the following restrictive covenants be and they are placed upon said land and every lot and parcel thereof:

- A. Architectural Control. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and the plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set back line unless similarly approved. Approval shall be as provided in part "C" hereof.
- B. Architectural Control Committee -- Membership. The Architectural Control Committee is composed

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LAWYERS
OGDEN, UTAH

of Arnold F. Cude and Marvella Cude, residing at 3100 North 650 East, North Ogden City, Utah, and Allen V. Stoker, residing at 2470 West 6000 South, Roy, Utah. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full power and authority to designate a successor by a writing written and acknowledged and recorded with the County Recorder of Weber County, Utah. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time the then record owners of a majority of the lots aforesaid shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee any of its powers or authority, or to restore to such Committee any such powers and authority.

- C. Procedure. The Committee's approval or disapproval as required in these covenants and/or in the Protective Covenants executed under date of July 16, 1958, aforesaid, shall be in writing. In the event the Committee or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenant shall be deemed to have been fully complied with.

The foregoing covenants shall run with the land and each and every part thereof and shall be binding on all parties and all persons claiming under them until July 1, 1985, at which time said covenants shall be automatically extended for successive periods of ten (10) years each unless by vote of a majority of the then owners of the lots it is agreed to revoke, cancel or change said covenants in whole or in part.

The term of the restrictive and protective covenants placed upon the lands aforesaid by the protective covenants dated July 16, 1958, and recorded in Book 585 of Records at Page 535, in the Office of the County Recorder of Weber County, Utah, as aforesaid, is hereby extended and shall run with the land until July 1, 1985, and shall thereafter be extended automatically for

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successive periods of ten (10) years subject to cancellation in the manner set out in the said original Protective Covenants.

The covenants hereinbefore set out may be enforced in the same manner as the original Protective Covenants aforesaid.

All other provisions of the original Protective Covenants aforesaid and of the covenant establishing them are made applicable hereto.

DATED at Ogden, Utah, this 29 day of January, 1959.

Arnold F. Cude
ARNOLD F. CUDE

Marvella Cude
MARVELLA CUDE

STATE OF UTAH)
: SS
COUNTY OF WEBER)

On the 29 day of January, 1959, personally appeared before me ARNOLD F. CUDE and MARVELLA CUDE, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

Calvin J. Chandler
NOTARY PUBLIC
Residing at Ogden, Utah

My Commission Expires:

May 8, 1959

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STATE OF UTAH)
COUNTY OF WEBER) SS
FILED)
A. F. Cude
FOR)
JAN 29 11 53 AM '59
IN BOOK 603 OF RECORD
PAGE 76-78
RUTH EAMES OLSEN
COUNTY RECORDER
Drent N. Clark

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