

B. J. Houtz
P.O. Box 388
City

320612

COUNTY OF WEBER) 00
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B. J. Houtz
IN BOOK 623 RECORD
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RUTH EAMES OLSEN
COUNTY RECORDER
Ruth Eames Olsen

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BOOK 623 PAGE 61

AMES DEVELOPMENT COMPANY, a corporation)
to : AMENDED PROTECTIVE
WHOM IT MAY CONCERN) COVENANTS COVERING
: SUNCREST PARK NUMBER 3

WHEREAS, the undersigned, under date of March 24, 1959, being the sole owner of the lots comprising Suncrest Park Number 3, a subdivision of Ogden City, Weber County, Utah, filed for record in the office of the County Recorder of Weber County, Utah, certain Protective Covenants covering the said Suncrest Park Number 3, which Protective Covenants are recorded in the office of the said County Recorder in Book 607 of Records, Page 341, and

WHEREAS, the undersigned is now the sole owner of the lots comprising the aforesaid Suncrest Park Number 3 and as such owner desires to amend the aforesaid Protective Covenants in the particulars hereinafter set out.

NOW, THEREFORE, the undersigned as the sole owner of the lots comprising Suncrest Park Number 3, a subdivision of Ogden City, Weber County, Utah, does hereby amend the aforesaid Protective Covenants as follows:

1. Paragraph 1 thereof is hereby amended to read 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, 1984, at which time said covenants shall be automatically extended for successive periods 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. Paragraph 5 thereof is hereby amended to read as follows:
"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. 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. 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

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ATTORNEYS
OGDEN-UTAH

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, 1984. 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.

(3) Paragraph 6 thereof is hereby amended to read as follows:

"6. No residence shall be located on any residential building lot described above nearer than thirty (30) 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.

(4) Paragraph 7 thereof is hereby amended to read as follows:

"7. No residential structure shall be erected or placed on any of the described building lots which plot has an area of less than six thousand (6,000) square feet or a width of less than forty five (45) feet at the front building set-back line."

(5) Except as hereinabove provided, the aforesaid covenants so recorded in the office of the County Recorder of Weber County, Utah, on the 24th day of March, 1959, remain in full force and effect.

Dated September 9, 1959.

AMES DEVELOPMENT COMPANY, a corporation

By B. J. Houtz
Vice President

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

On the 9th day of September, 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.

My commission expires:
Not 16, 1962

B. J. Houtz
Notary Public
Residing at Ogden, Utah

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