

Sprucewood Industries BOOK 677 PAGE 5
221-5000 S AMENDED RESTRICTIONS

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, situated in Weber County, State of Utah, to-wit:

All of Lots inclusive in "BRYCE HILLS SUBDIVISION", PLAT B, according to the official plat thereof recorded in the office of the Recorder of Weber County, State of Utah.

ARE desirous of creating restrictions and covenants affecting said property.

NOW THEREFORE, in consideration of the premises, the undersigned hereby declare 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 said buildings until the above described property until the building plans, specifications, and plot plan showing the location of such building have been approved by said committee and harmony of external design with existing structures in the neighborhood, and as to location of the building with respect to frontage line and finished grade elevation, by committee composed of three members, to-wit, the President, Vice President, and Secretary, or a representative designated by the majority of the members of the said committee. To the extent of his/her representation of any member of said committee the managing member, or managing members, of said committee, shall have full authority to approve or disapprove any building and alterations of this character done upon said lots and structures as soon as submitted to him or to this agent, and to cause to enter the same upon the building or he making of any alteration has been commenced prior to the completion thereof, such approval will not be required and this covenant shall be deemed to have been fully complied with. Anytime an application of a new committee, from a discontinued representative, shall be entitled to our company file, and may be confirmed or rejected to this committee. The name and address of each committee, and the said managing representative who is to be in charge of this agent, President, Vice President, or managing representative, shall be published in the public press, prior to said date and notice given thereon, so that it is known to all persons interested in the other uses of property in the lots in question, and is duly recorded on title, or correspondence, or otherwise, so that it may be exercised the same terms specifically expressed in said committee.
3. No building shall be situated on a lot smaller than the size of the house or structure, exclusive of any porch, eaves, veranda and sunroom, of forty feet square feet.
4. No building shall be built on a corner lot, or on a lot fronting on street on the first floor, or one side, and is front to the property line, or a corner lot.
5. No building shall be built on a corner lot, or on a lot fronting on street on the first floor, or one side, and is front to the property line, or a corner lot, except as to lots located at the end of a cul-de-sac, property on which no building is located. If a lot is located at the end of a cul-de-sac, line, or on the corner of this agreement, either, street, and was corner shall not be considered a front of a building, provided however, that this shall not be construed to prohibit a building on a lot to corner, nor a corner lot.
6. No building shall be erected on lots less than forty feet wide, or less than forty feet deep, or fronting on street with a frontage of less than twenty yards, or less than forty feet, except as to lots located at the end of a cul-de-sac, property on which no building is located. If a lot is located at the end of a cul-de-sac, line, or on the corner of this agreement, either, street, and was corner shall not be considered a front of a building, provided however, that this shall not be construed to prohibit a building on a lot to corner, nor a corner lot.
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(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 portions 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 shorten said covenants in whole or in part.

11. Enforcement shall be by proceedings at law or in equity against any person violating or attempting to violate any covenant either to restrain or to recover damages.

12. Termination 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.

WITNESSED our hand this 21 day of April 1961.

WITNESS TO SIGNATURES

By: Crest L. Durst
Crest L. Durst, President

By: Norman L. Hunter
Norman L. Hunter
Statewide Builders

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On the 26 day of April, 1961, personally appeared before me, Harry and Alice Irene Durst, who have been duly sworn, and do state that they are the co-plaintiff and the defendant in this action, respectively, in the above captioned case, and that said instrument was signed in behalf of and paid corporation, the Statewide Builders Corporation, of the Plaintiff, and the Defendant, and that the Plaintiff and the Defendant acknowledged that the said instrument was executed in their names.

Norman L. Hunter
Notary Public

Notary Public, State

STATE OF CONNECTICUT

By: S. E. Fisher
Secretary, Statewide Builders

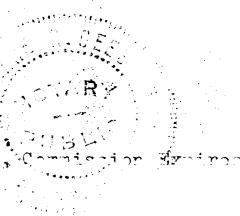
STATE OF CONNECTICUT

On the 24th day of April, 1961, personally appeared before me, Harry and Alice Irene Durst, who have been duly sworn, and that he is the said Kenneth H. Matheson, the President of the Statewide Builders Corporation, and that the instrument foregoing instrument was signed in behalf of said corporation, the Plaintiff and the Defendant, of the Plaintiff, and said D. E. Fisher, and Kenneth H. Matheson, duly acknowledged to me that said corporation executed by name and D. E. Fisher affixed to the seal of said corporation.

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AMENDED RESTRICTIONS - WRIGHT UTILITY CORPORATION, INC., A.C., COMPTON, CALIFORNIA



Commission Approved: 8/16/63

RECORDED BY R. H. COOPER
NOTARY PUBLIC

Decided at Woods Cross, Utah

Plotted Traced
Searched Indexed
Compared Corrected

RECORDS 4
STATE OF UTAH 1963
WATER RIGHTS RECORDS
MAY 1, 4:35 PM '61
IN BOOK 677 OF RECORDS
PAGE 5-7
RUTH HARRIS CLARK
WATER RIGHTS BORDER
22 MAY 62