

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

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

All of the covenants of creating restrictions and covenants affecting said property.

NOW WHEREFORE, in consideration of the premises, the undersigned hereby declares the property hereinabove described subject to the following restrictions and covenants:

1. No lot shall be used except for residential purposes. No buildings 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 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 by a committee and members of external design with existing structures in the said property, and as to location of the building with respect to terrain and finished ground elevation, by a committee composed of 7, (seven) members, to-wit: WALTER W. VAN WAGEN, P. E., ARCHT or 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 members or members of said committee, shall have full authority to approve or disapprove such building and location within thirty days after said plans and specifications are submitted to it, or in any event, if no suit is made thereon after such building or alteration thereof has been commenced, after the expiration thereof, such approval will not be required and this covenant shall be deemed to have been fully complied with. Written notice of such death, resignation or withdrawal of representative shall be notified to the committee, the committee and its duly authorized representative shall convene on or after the 15th day of December, the calendar year described in this covenant, shall elect a new member, prior to said date and effective thereafter, a written statement shall be executed by the duly elected members of said committee and such statement shall be duly recorded in public records or a representative, who shall be deemed to exercise the same powers as such committee, shall execute.
3. No building shall be permitted on any lot unless the ground floor area of the building structure, exclusive of any steps, car porch and carport, shall not be less than 20 square feet.
4. No building shall be located on any lot closer than 25 feet to the front lot line as shown on plat and 5 feet to the front lot line on the sides.
5. No building shall be located on any lot closer than 25 feet to the front lot line or rear lot line, 5 feet with a total width of the 2 side yards of 10 feet, except that on sides shall be no less than 5 feet from side setbacks. No building shall be located 7 1/2 feet or less from the back lot line. For the purposes of this covenant, steps, porches, car porches shall not be considered to be part of a building, provided, however, that this shall not be construed to permit a building on a lot to encroach upon another lot.
6. No dwelling shall be erected on any lot closer than 10 feet to the rear lot line and the minimum setback line, nor shall any building be erected on any lot closer than 5 feet to the rear lot line on the sides, 10 feet on the rear lot line.
7. The streets shown on said plat shall be maintained and shall be kept open and unpaved as shown upon the amended plat and upon the rear line (A) of said lot.

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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 parties 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 change said covenants in whole or in part.

11. Enforcement shall be by proceedings at law or in equity against any person who has violated or attempted to violate any covenant either to restrain violation or to recover damages.

12. Invalidity of any one of these covenants by judgment of a court of law shall in no way affect any of the other provisions which shall remain in full force and effect.

WITNESSES our hand this 21 day of April 1961.

FIRST TRUST COMPANY

By: Ernest L. Hunt, President

By: Elva Irene Hunt, Secretary

WITNESSES our hand this 21 day of April 1961.

On the 21 day of April, 1961, personally appeared and being by me, Ernest L. Hunt and Elva Irene Hunt, both known by us fully aware, did say that the said Ernest L. Hunt and the Secretary, respectively of the FIRST TRUST COMPANY, did execute and that said instrument was signed in behalf of said corporation in accordance with the resolution of its Board of Directors and the said Ernest L. Hunt and Elva Irene Hunt acknowledged to me that said corporation executed by me and by the said

Norman L. Bunker, Notary Public



Residence at Ogden, Utah

SECOND TRUST COMPANY

By: S. E. Fisher, President

By: Kenneth H. Matheson, Secretary

WITNESSES our hand this 24 day of April 1961.

On the 24th day of April, 1961, personally appeared and being by me, D. E. Fisher, did say that the said D. E. Fisher, President of the SECOND TRUST COMPANY, and that he the said Kenneth H. Matheson is the Assistant Secretary of the SECOND TRUST COMPANY, and that they did execute and that said instrument was signed in behalf of said corporation in accordance with the resolution of its Board of Directors and the said D. E. Fisher and Kenneth H. Matheson acknowledged to me that said corporation executed by me and by the said

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AMENDED RESTRICTIONS - WRIGHTS HILLS SUBDIVISION, DEED, S.W. 1/4, T.12N., R.10E., S.40E., DIST. 12



*James H. Allen*  
Notary Public

Residing at Woods Cross, Utah

Noted  Indexed    
Serialized    
Classified

STATE OF UTAH  
COUNTY OF DEWEY  
FILED AND RECORDED FOR  
MAY 14 4 35 PM '61

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IN BOOK 677 OF RECORDS  
PAGE 5-7  
BY THE CLERK  
DEWEY COUNTY, UTAH

*James H. Allen*