

WASATCH HILLS DEVELOPMENT COMPANY, INC.,) COVENANTS
a Utah corporation; and CARDON LAND TITLE) AND
COMPANY, a Corporation, Trustee,) RESTRICTIONS

TO

WHOM IT MAY CONCERN

WHEREAS, Wasatch Hills Development Company, Inc., and Cardon Land Title Company, are the owners of all of SOUTH HEIGHTS ADDITION No. 2 SUBDIVISION, consisting of Lots numbered 123 to 156, both inclusive, in South Ogden City, Weber County, Utah; and, as such owners, they are empowered among other things, to prepare and adopt covenants and restrictions for said areas; and being desirous of creating a general building and use plan for the protection of all persons who may become owners of lots or parcels of land within said area;

NOW, THEREFORE, in consideration of the premises and of the benefits that will or may accrue to them in the disposition of lots or parcels of land within the said addition, and their and each of their heirs, executors, administrators and assigns, and with all whom it may concern, that each and all of such lots or parcels of land when sold and conveyed shall be owned, held and enjoyed by all persons, including the undersigned, who may become the owners thereof, and each of them and each of their heirs, executors, administrators and assigns, subject to and with the benefit of the following restrictions which are hereby declared to be covenants running with the land and binding upon each and every owner thereof;

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1. All lots in said area shall be used and numbered in suitable sequence for residential purposes, and shall be designated as "residential" lots. No structure shall be erected, altered, placed or permitted to remain on any residential lot other than one detached single family dwelling not to exceed two stories in height and a private garage suitable in size to accommodate cars actually being used by members of the family dwelling.
2. No building shall be erected, placed or altered on any residential 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 the majority of a committee composed of Dean Cardon, Douglas B. Stephens, and the South Ogden

building inspector, or by 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 member or members of the said committee, shall have full authority to approve or disapprove such designs and locations 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 buildings 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 January 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 in said subdivision and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

3. No dwelling shall be permitted on any residential lot unless the ground floor area of the main structure, exclusive of one story open porches and garages or carports, is not less than 1,300 square feet if the dwelling contains an attached garage or carport, nor less than 1,500 square feet if the dwelling contains a detached garage or carport; provided, that as to split-level homes, the computation of the total square feet shall be based upon a measurement of the main level and the upper level of the dwelling. Notwithstanding the foregoing provisions; any two-story dwelling must contain a minimum of 1,000 square feet, computed as herein provided, on the main living level and the total amount of square feet for the entire dwelling must contain at least 1,800 square feet. For the purposes of this paragraph, no basement area, whether enclosed or of a walk-out type, shall be considered as a main living area or as the ground floor area of any structure.
4. No building shall be located nearer to the front lot line than 25 feet or nearer than 20 feet to a side street in case of corner-lot construction. The minimum side yard for any dwelling shall be 8 feet and the total width of the two required side yards shall not be less than 18 feet. The minimum side yard for a private garage shall be 8 feet; except that a private garage and any other accessory building, located at least 6 feet in the rear of the main building, may have a minimum side yard of 1 foot, provided, however, that no private garage or other accessory building shall be located closer than 10 feet to a dwelling on an adjacent lot.
5. No structure shall be erected or placed on any residential building area (including any lot or several lots or portions of lots) which has an area of less than 8,000 square feet, nor which has a width of less than 65 feet at the minimum allowable front building set-back line.
6. No trailer, basement, tent, shack, garage, barn or other out-building erected on the tract, or brought or placed upon the tract, shall at any time be used as a permanent or semi-permanent residence.

7. Easements for installation and maintenance of utilities and drainage facilities, if any, are reserved as shown on the recorded plat for the use and benefit of each lot.
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. The maximum height of any fence in the area shall be 6 feet and shall not extend beyond the front set-back line of the dwelling; provided, however, that the building committee shall have the power to grant variances for retaining walls to extend beyond the front set-back line.
10. No yard light supported by a pole, or a similar supporting device, which exceeds ten (10) feet in height shall be installed on any residential lot without the prior approval of the building committee. Nor may any light be installed and maintained on any lot or street area which is so located as to be, or the intensity of or glare from which is, substantially offensive to the senses or which materially interferes with the view available to owners of other lots in the subdivision.
11. These covenants are to run with the land and shall be binding on all persons claiming the same until January 1, 1990, at which time said covenants and each of them shall be automatically extended for not to exceed two successive periods of ten years thereafter, unless, by a vote of a majority of the owners of the lots, acting within six months prior to January 1, 1990, or January 1, 2000, as the case may be, it is agreed to change the said covenants and restrictions in whole or in part.
12. If the parties hereto, or any of them or their heirs, successors or assigns, shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any other person or persons, owning any real property situate in said tract or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction for the purpose of preventing him or them from doing so, or of recovering damages, or both, and for such other relief as may be accorded by law.
13. Invalidation of any one of these covenants or restrictions by judgment or court order, or should any one of the same be in conflict with any applicable ordinance of South Ogden City by reason of being less restrictive, in whole or in part, than the provisions contained in said ordinance, shall in no way affect any of the other provisions, which shall remain in full force and effect.

WASATCH HILLS DEVELOPMENT COMPANY, INC.

ATTEST:

Alan E. Deller
Secretary

By Donald B. Stephens
President

CARDON LAND TITLE COMPANY

ATTEST:

Hugh Cardon
Secretary

By Michael Cardon
President



State of Utah :ss.
County of Weber

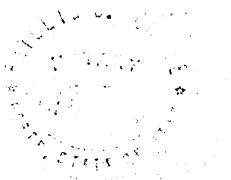
On the 17th day of January A.D. 1966 personally appeared before me Douglas B. Stephens and Glen E. Fuller who being by me duly sworn, did say that they are the President and the Secretary respectively of the WASATCH HILLS DEVELOPMENT COMPANY, INC., a corporation and that said instrument was signed in behalf of said corporation by authority of a resolution of its board of Directors and the said Douglas B. Stephens and Glen E. Fuller acknowledged to me that said corporation executed the same.

Residing at: Ogden, Utah

Commission expires: 2-18-67

Phyllis J. George

Notary Public



State of Utah :ss.
County of Weber

On the 17th day of January A.D. 1966 personally appeared before me Dean Cardon and Faye Cardon who being by me duly sworn, did say that they are the President and the Secretary respectively of the CARDON LAND TITLE 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 the said Dean Cardon and Faye Cardon acknowledged to me that said corporation executed the same.

Residing at: Ogden, Utah

Commission expires: 2-18-67

Phyllis J. George

Notary Public



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FILED AND RECORDED FOR
Dean Cardon
JAN 18 1966

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JOHN JAMES OLSEN
WEBER COUNTY RECORDER
John James Olsen

2562 Wash Blvd.