

**PROTECTIVE COVENANTS**  
**MOUNTAIN SHADOWS SUBDIVISION**  
LOTS 2-35  
Morgan, Utah

1. All lots in the tract shall be known and described as residential lots for a detached single family dwelling not to exceed two stories in height and a private 2 or more car attached garage.
2. No building shall be erected, altered or placed on any lot until the construction plans and specifications and a plot plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials. The architectural control committee reserves the right to dictate or adjust all aspects of these covenants to assure harmony of external design with existing homes and as to location with respect to topography and finish elevation.
3. The architectural control committee is composed of Kevin S. Snyder, Tricia Snyder, and Jeannie Simms. Kevin Snyder has been designated as the representative to act for the committee. Kevin may be contacted at 546-7002.
4. All plans and specifications must be approved by the committee prior to starting construction. Two complete sets of plans shall be submitted to Kevin Snyder before construction can commence. One set will be signed by two members of the committee and returned to the contractor or homeowner. The other signed set will be retained in a permanent file by the committee to monitor the construction of the home. All lots must commence construction within 12 months of the closing date.
5. Within one year of occupancy of any home built on a lot in this phase of Mountain Shadows the front and side yards shall be planted in lawn and the rear yard will be maintained in such a manner so as not to be an eyesore.
6. **Minimum Square Foot Requirements**  
A one story dwelling is a minimum of 1300 square feet on the main floor living area. A two story dwelling must be at least 1600 square feet, the main level being no smaller than 900 square feet. Split entry or multi-level homes are permitted but require a minimum of 1700 square feet finished. All homes require a private two or more car attached garage. The square footage requirements exclude the basements, garages, decks, patios, porches and any other covered areas included on the plans.
7. All dwellings shall have a front yard set back of at least 25 feet from the property line, a minimum side yard of 10 feet from each side property line, and the back yard shall not be less than 25 feet from the rear property line. Homes located on corner lots will have a side yard requirements of 20 feet on the corner side yard. A detached garage or other permitted accessory building must be located in the back half of the lot and shall have a minimum side yard and rear yard of not less than 3 feet.

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8. **Minimum Brick and Stucco Requirements**

All dwellings will have the exterior walls of the first level (foundation up to 9 feet) Brick as follows

- Front: Option 1: Brick and Stucco Combination
- Option 2: 100% Brick
- Sides: Minimum 36" Brick wainscot
- Sides: Stucco or Siding above brick, stucco is preferred
- Back: Brick, Stucco or siding will be allowed

Cultured Rock will be allowed in lieu of Brick on all homes.

9. Purchaser or contractor building on a lot shall be held responsible for damages caused by him or his contractor to any lots or the improvements to lots in this subdivision. No lot shall be used as a dumping ground for rubbish, trash, garbage, concrete, asphalt or any other waste. Such material shall be the sole responsibility of those who generate it and shall be disposed of by them. All such material shall be confined to the lots or neighboring property.

10. No fence, wall or other object of similar design may be constructed on any lot nearer the street line than the front house line, nor shall any fence, wall or other object of similar design be constructed on any lot to a height greater than 6 feet. No hedge, shrub, tree, or similar plant shall be maintained so as to block the view of traffic at intersections or pedestrians who may enter the streets from any lot. The park strips on all lots are public property but must be maintained by the lot owners.

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11. All easements and rights of way shall be reserved to the undersigned, their successors and assignees, on the over said real property for the erection, construction and maintenance and operation therein or thereon of drainage pipes or conduits and pipes, conduits, poles, wires, and other means of conveying to and from lots in said tract, gas, electricity, water, telephone, cable TV, sewer lines, drain lines, or any other convenience to the owners of lots in said tract, as may or may not be shown on said map. No structures of any kind shall be erected over any of such easements except upon written permission of the owner of the easement, their successors or assigns.
12. No Television, ham radio, citizen band or radio antenna or aother similar electronic receiving or sending device shall be permitted upon the rooftop or side of any home or elsewhere if exposed to the view from any other lot, unless approved by the Architectural control committee. In no case will any such device be allowed to interfere with the peace and quiet enjoyment of any neighboring lot owner's premises or home entertainment facilities or equipment.
13. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than two square feet or one sign of not more than five square feet advertising the property for sale or rent, or signs used by the builder to advertise the property during the construction and sales period.

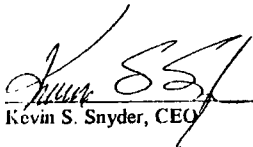
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14. After lots 3-36 have all been purchased and dwellings constructed on all of said lots the obligation and enforcement of these covenants shall be the responsibility of the homeowners who have purchased and built homes on them in said subdivision. 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 10 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 a majority of the then owners of the lots has been recorded changing said covenants in whole or in part. The developer and architectural control committee accepts no responsibility for enforcement and shall have no liability for persons violation these covenants after the purchase of all lots and construction of the dwellings on said lots.
15. Purchaser hereby agrees to accept the lot in its current condition and releases the seller from any an all claims, actions, demands, rights, damages, losses, costs, expenses, or liabilities, known or unknown, which arise out of or in connection with the environmental condition of the property. The term "environmental condition" shall mean any condition with respect to the property which could or does result in any damage, loss, expense, or liability to or against the owner of the property by any third party ( including, without limitation, any governmental entity).

Mountain Shadows SUBDIVISION LOTS 3-36 inclusive in phase I, Morgan City, Morgan County, Utah,  
Dated September 8, 1997.

**K-STAR COMPANIES, INC.**

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Kevin S. Snyder, CEO

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