

PROTECTIVE COVENANTS COVERING PLEASANT VALLEY ESTATES, PHASE 10

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned is the present owner of all the lots, pieces and parcels of land embraced with the area hereinafter specifically described and,

WHEREAS, said area comprises an exclusive residential subdivision of South Ogden City, Weber County, State of Utah, and

WHEREAS, it is the desire of the owner of said subdivision to place restrictive covenants upon said lots for the mutual benefit and protection of future owners thereof. In addition, all property owners must comply with city zoning and subdivision ordinances, and

NOW THEREFORE, the following restrictive covenants are placed upon said lots for the mutual benefit and protection of future owners, and that the premises to which these restrictive covenants shall attach are specifically described and are as follows:

All Lots of Pleasant Valley Estates - Phase 10 - in South Ogden City, County of Weber, State of Utah.

1. All lots in said subdivision shall be known and described as residential lots. 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 no less than a two car garage and no more than a three car garage and other out buildings approved in advance in writing by the committee herein below described. Carports will not be allowed. Rental of any part or portion of the single family dwellings will not be permitted.

2. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved.

The architectural control committee is composed of Gary Dee Gibson, Ogden, Utah, Douglas B. Stephens, Ogden, Utah, and Mary B. Hutchens, Ogden, Utah.

A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee the remaining members shall have full authority to designate a successor; neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then recorded owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

3. No structure shall be located on any lot nearer to the front line or side line than the minimum building setback lines. In any event, no building shall be located on any lot nearer than 30 feet to the front lot line or nearer than 20 feet to any side street lines. No building shall be located nearer than 10 feet to any interior lot line except a detached garage or other out building located 45 feet or more from the minimum building setback line shall not be located nearer than one foot to any side lot line or nearer than 10 feet to any dwelling, and no dwelling shall be located on any interior lot nearer than 30 feet to the rear lot line.

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5. No noxious or offensive trace or activity and no nuisance shall be carried upon any lot nor shall anything be done which may be or may become an annoyance in the neighborhood. Parking of junk cars anywhere in this subdivision will not be permitted. OUTSIDE STORAGE OF RECREATIONAL VEHICLES ON THE INDIVIDUAL LOTS WILL NOT BE PERMITTED. Initialing of this item constitutes acknowledgement and complete understanding of this covenant.

6. No trailer, basement, tent, shack, garage, barn or other out building erected in the subdivision shall at any time be used as a residence temporarily or permanently nor shall any structure of a temporary character be used as a residence.

7. The ground square area of the main structure, exclusive of garage and any one story open porches, shall not be less than 1600 square feet for a one story dwelling. In a split level dwelling the combined area of a single level and each of the two levels in the adjoining two story portion of the dwelling exclusive of garage and any one story porches shall total not less than 1,800 square feet. In a two story home which is two stories above the curb level, the combined area of the ground story level and the story above the ground story level, exclusive of garage and any one story open porches, shall total not less than 2,400 square feet. In a split entry dwelling the combined area of the above ground level and the below ground level shall be 2,000 square feet with the above ground level being not less than 1,500 square feet, exclusive of garage and any one story open porches. If four feet or more of foundation is above finished grade, then the basement becomes a story. For the purpose of these covenants, the basement area shall in no event be considered a story. These covenants require the building exterior to be constructed out of 70% brick or rock. It is the purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same as or better than that which can be produced at the date that these covenant are recorded.

8. No home businesses may be conducted out of any residences in this subdivision.

9. Easement for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may change the direction of flow of drainage channels in the easement area of each lot and all improvements for which a public authority or utility company is responsible.

10. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than five square feet, advertising the property for sale, or signs used by a builder to advertise the property for sale, or signs used by a builder to advertise the property during the construction and sale period.

11. No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavation or shafts be permitted upon or in any lot. No derrick or other structure designated for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

12. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept bred, or maintained for any commercial purpose.

13. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in clean and sanitary condition.

14. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply to any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

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 forty years from the date those covenants are recorded after which time said covenant 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, agreeing to change said covenants in whole or in part.

If any party hereto, or its successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or person violating or attempting to violate any such covenants and either prevent him or them from so doing to recover damages or other compensation for such violation.

In validation of any 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.

DATED this 10th day of May, 1988.

WASATCH HILLS DEVELOPMENT COMPANY

BY [Signature]
President

STATE OF UTAH)

COUNTY OF WEBBER)

On the 10th day of May, 1988, personally appeared before me, GARY DEE GIBSON, who being by me duly sworn did say that he is the President of WASATCH HILLS 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 the said GARY DEE GIBSON acknowledged to me that said corporation executed the same.

My Commission expires: 8-15-91 [Signature]
Notary Public
Residing in Ogden, Utah

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DOUG GIBSON

WEBBER COUNTY

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FILED AND RECORDED FOR
SECURITY TITLE

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