

D# 1200084 BK1643 PG2341
DOUG CROFTS, WEBER COUNTY RECORDER
09-NOV-92 1200 PM FEE \$11.00 DEP MH
REC FOR: CARDON LAND TITLE

14-126-0001 Branch 0009

PROTECTIVE SUBDIVISION COVENANTS--PHASE 1

MEMORY HILLS SUBDIVISION

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The Protective Covenants of Memory Hills Subdivision, Ogden, Weber County, Utah, dated November 2, 1992.

1. All lots in the tract shall be known and described as residential lots and no structure shall be erected, altered, placed or permitted to remain on any residential building lot other than a detached single family dwelling not to exceed two stories in height and a private 2 car garage and not more than four cars.

2. No building shall be erected, altered or placed 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 the quality of workmanship and materials, harmony of external design with existing homes and as to location with respect to topography and finish grade elevation. Roofing shall be a minimum of arch grade shingles.

3. The Architectural Control Committee is composed of Corey Malan, CRAIG Malan, and Judy Webber. The Committee may designate a representative to act for 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 after 75% of lots are owned by individual owners, 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 withdraw the committee and/or increase or restore to it any of its powers and duties.

4. All plans and specifications must be approved by the committee prior to starting construction. Construction on all lots must commence within 24 months of the date of purchase and proceed in an orderly, expeditious manner. In the event that construction has not been commenced within 24 months, written approval must be obtained from the above mentioned committee. Two complete sets of plans (including site plans) shall be submitted to the committee before construction can commence. One set will be signed and returned to the contractor and one set will be signed and retained in a permanent file by the Owner (Developer).

5. If written approval is not obtained and construction has not started within 24 months of closing a \$2,000 penalty will be enforced upon lot purchaser.

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6. All dwellings shall have front/rear set back and side yards as per Ogden City requirements. For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of the building on a lot wherein it encroaches upon another lot. A detached garage or other permitted accessory building located a 60 feet or more from the set back line, may be located and shall have a minimum side yard of not less than 1 foot.

7. No dwelling shall be permitted on any lot with the ground floor area of the main structure, exclusive of open porches and garages, of less than 1650 square feet for one story dwelling nor less than 2400 square for a dwelling of more than one story. A split level entry or bi-level dwelling with garage under must exceed 2300 square feet exclusive of the basement. The construction materials for each home shall be of quality equal to, or superior to Ogden City, FHA or VA requirements.

8. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood. No clothes drying or storage of any articles which are unsightly in the opinion of the Architectural Control Committee will be permitted on patios, unless in enclosed areas built and designed for such purposes. No automobiles, trailers, boats, or other vehicles are to be stored on streets of front and side lots unless they are in running condition, properly licensed, and are being regularly used. Automobiles must be moved every 24 hours.

9. No structure of temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence, either temporarily or permanently. Exception: Temporary construction office.

10. Such easement and rights of way shall be reserved to the undersigned, its successors and assigns, on and over said real property for the erection, construction and maintenance and operation therein or thereon of drainage pipes or conduits, pipes, manholes, poles, wires and other means of conveying to and from lots in said tract, gas, electricity, power, water, telephone and telegraph services, sewage and other things for convenience to the owners of lots in said tract, as may be shown on said map and the undersigned, its successors, and assigns, shall have the right to so reserve any or all of the lots 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.

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19. All utility services shall be underground both in dedicated streets and on individual lots.

20. Landscaping of front yard from top back of curb to front line of dwelling shall be in place within eight (8) months of any dwelling occupancy unless other wise approved by the subdivision committee. Back yard to be completed no later than the following growing season.

21. All stabilization structures built in conjunction with the subdivision public works improvements including roadway retaining structures shall become the property of Ogden City.

22. Development of lot landscaping shall include erosion control devices an sediment trap construction on slopes 15% and greater. Each lot owner shall be responsible for unit sediment and erosion control.

23. Use of native vegetation in landscaping plans are encouraged. Each lot owner shall submit with his building plan a general concept landscaping plan for approval by the subdivision committee.

24. All buildings constructed on any lot shall have a pitched roof of 4 inch on 12 inch (4 X 12 pitch) or steeper slope.

25. All dwellings shall be constructed of 60% masonry brick or approved stone work on the main level of building. No aluminum, steel or vinyl siding shall be allowed on exterior walls. All exterior siding/covering shall be approved by the Architectural Committee. Exterior roof fascia and eves may be aluminum cover material.

26. All materials used in the construction shall be new materials unless specifically approved by the committee.

27. Any and all legal fees required in enforcing these covenants shall be paid for by the lot owner involved in bring the construction into compliance.

28. All homes to be built by a Utah State liscensed general contractor.

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 20 years from the date these covenants are recorded, after which time

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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. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain him or them from doing or to recover damages thereof. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Dated this 2nd day of November 1992.

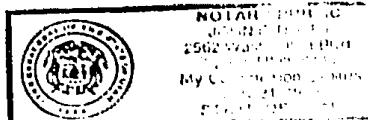
Corey Marlan

~~Chris~~ Malan

Twiz Webber

State of Utah
County of Weber

On the 4 day of November A.D. 1992 personally appeared before Corey Malan AKA Corey D. Malan, Craig Malan and Judy Webber the signers of the within instrument, who duly acknowledge to me that they executed the same.



Residing at: C. B. Smith
Commission expires: 7-31-95