

**DECLARATION OF PROTECTIVE COVENANTS,
AGREEMENTS, RESTRICTIVE AND CONDITIONS,
AFFECTING THE REAL PROPERTY KNOWN AS
COLUMBIA HEIGHTS SUBDIVISION PHASE 4**

PART A.

PREAMBLE

E 1229449 B 1971 P 233
CAROL DEAN PAGE, DAVIS CNTY RECORDER
1996 FEB 22 12:43 PM FEE 46.00 DEP CGP
REC'D FOR BONNEVILLE TITLE COMPANY, INC

KNOWN ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned being the owner of the following described real property located in the City of Kaysville, Davis County, State of Utah to wit:

Lots 401 To 426, inclusive, Columbia Heights Subdivision Phase 4 according to the plat thereof, as recorded in the office of the County Recorder of said county.

08-194-0401 thru 0426

Do hereby establish the nature of the use and enjoyment of all lots in said subdivision and do declare that the conveyances of said lots shall be made subject to the following conditions, restrictions, and stipulations:

PART B.

RESIDENTIAL AREA COVENANTS

B-1. LAND USE AND BUILDING TYPE: No lot shall be used except for residential purposes. No building shall be erected, altered, place, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height and private garages for not more than three vehicles. All structures to contain no less than a two-car garage and not more than a three-car enclosed garage. All construction to be of new materials, except used brick, which may be used with prior written approval of the Architectural Control Committee. Said premises shall be used for private residence purposes only, except as hereinafter set forth and no structure of any kind shall be moved from any other prior residence upon said premises, nor shall any incomplete building be permitted to remain incomplete for a period in excess of one year from the date the building was started unless approved by the Architectural Control Committee.

B-2. ARCHITECTURAL CONTROL: 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 the 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 front building setback line unless similarly approved. Approval shall be as provided in Part C.

B-3. DWELLING COST, QUALITY, AND SIZE: The ground square area of the main structure exclusive of garage and any one-story porches shall not be less than 1300 square feet to 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 1350 square feet. In a two-story home which is two stories above the curb level, exclusive of garage and any one-story open porches shall total not less than 1700 square feet. In a split-entry dwelling, the combined area of the above ground level and the below ground level shall be 1900 square feet with the above ground level being not less than 1150 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. 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 covenants are recorded. All structures to contain not less than a one-car garage and not more than a three-car enclosed garage. In addition, the following shall be required:

- a. No dwelling or garage shall be constructed or reconstructed with a flat roof. All roofs shall have a minimum of a 4/12 pitch with a maximum pitch of 9/12.
- b. All roofs shall be of either quality asphalt composition shingles, sawn cedar shingles, hand split cedar shakes, slate shingles, or of architectural tile in natural colors;
- c. Any additions to a dwelling or garage must be approved in advance by the Architectural Control Committee;
- d. Dwelling exteriors shall be at least **15%** brick, natural, stone, or cultured stone veneer. The front exterior shall be a combination of either brick and stucco or stone and stucco. The exterior balance shall be of high-quality aluminum siding or stucco in traditional earth tones indigenous to the area. Vinyl shake shingles of a high quality may be used on the front side of the main level of the exterior, so long as approximately 50% of the front side is brick.
- e. No dwelling shall be permitted on any lot with a value of less than **\$70,000.00** exclusive of the lot's value, based upon value levels prevailing on the date these covenants are recorded.

B-4. BUILDING LOCATION:

- (a) No building shall be located on any lot nearer than **25** feet to the front lot line, nearer than **20** feet to any side street lot line;
- (b) No dwelling shall be located nearer than 8 feet to any interior lot line. No dwelling shall be located nearer than 16 feet to any adjoining dwelling. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. Unless a written exception is granted by the Architectural Control Committee where unusual circumstances exist, side yard, rear yard and setback lines are defined by these covenants and city ordinance shall apply to all homes built. Detached garages or other permitted accessory buildings may be located seven feet or more from the rear lot line, so long as such buildings do not encroach upon any easements;
- (c) For the purpose of this covenant, coves, steps, and open porches shall not be considered as a part of a building, provided, however that this shall not be construed to permit any portion of any building on a lot to encroach upon another lot.
- (d) Not withstanding the above, all ordinance requirements of the Kaysville City R-1-8 Zone must be compiled with.

B-5. LOT AREA AND WIDTH: No dwelling shall be erected or placed on any lot having a width of less than 65 feet at the front building setback line nor shall any dwelling be erected or place on any lot having an area of less than 8,000 square feet.

B-6. EASEMENT: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 10 feet of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority of utility company is responsible.

B-7. NUISANCE: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may 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 unless in enclosed areas designed for such purposes. No automobiles, trailers, boats or other vehicles are to be stored on streets or front or side lots unless they are in running condition, properly licensed and are being regularly used.

B-8. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-buildings shall be used on any lot at any time as a residence either temporarily or permanently. No Mobile Homes are permitted.

B-9. SIGNS: No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, except signs used by the developer to advertise the property during the construction and sales period may be as large as deemed appropriate by the developer.

B-10. LIVESTOCK AND POULTRY: 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 and are restricted to the owner's premises or on leash under handler's control.

B-11. GARBAGE AND REFUSE DISPOSAL: 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 a clean and sanitary condition. Each lot and its abutting street are to be kept free of trash, weeds, and other refuse by the lot owner. No unsightly materials or other objects are to be stored on any lot in view of the general public.

B-12. SIGHT DISTANCE AT INTERSECTIONS: 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 and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a round property corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply on a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

B-13. OIL AND MINING OPERATIONS: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

B-14. SLOPE AND DRAINAGE CONTROL: No structure, planting, or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction or flow of drainage channels or obstruct or retard the flow of water through drainage channels. The slope control areas of each lot and all improvements in them shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

B-15. ROOFTOP ANTENNAS: No television, ham radio, citizen band, or radio antenna or other similar electronic receiving or sending device shall be permitted upon the rooftop or side of any home or elsewhere is exposed to the view from any other lot unless approved by the Architectural Control Committee. In no case will any such receiving or sending antenna or other device be allowed to interfere with the peace and quiet enjoyment of any neighboring lot owner's premises or home entertainment facilities or equipment.

B-16. WATER DRAINAGE: Each lot owner is responsible to maintain their surface water on their own property without cause or damage to any neighboring property. Any purchaser of a lot in the subdivision shall acquire the same without recourse to the developer of the subdivision as to matters relating to surface and subsurface water drainage. Lot purchasers, by purchasing any lot in the subdivision and in consideration of such purchase, release the developer from any and all liability arising out of such water drainage matters. No cause of action shall accrue to any lot purchaser against the developer of the subdivision as to any matter relating to the condition of the lot, its surface or subsurface condition, or water drainage matters.

PART C.

ARCHITECTURAL CONTROL COMMITTEE

C-1. MEMBERSHIP: The Architectural Control Committee is composed of H. Ernie Smith; 2231 East 4800 South; Salt Lake City, Utah 84117; Scott M. Brubaker; 2231 East 4800 South; Salt Lake City, Utah 84117; and Eldon Haacke; 1882 East Rich Way; Salt Lake City, Utah 84121. 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 of the committee, or its designated representative, shall be authorized to appoint a successor to that member. No member of the committee, or its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record 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.

C-2. PROCEDURE: The Committee's approval or disapproval as required in these covenants shall be in writing. 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 thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

PART D.

GENERAL PROVISIONS

D-1 TERM. 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 these covenants are recorded after which said covenants shall automatically be extended for successive periods of ten 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.

D-2. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

D-3. SEVERABILITY. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them 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.

Columbia Heights, L.L.C.

By: H. Ernie Smith
H. Ernie Smith, Member Manager

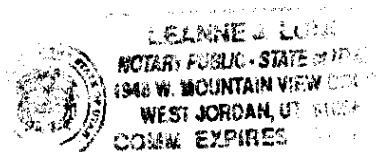
By: Scott M. Brubaker
Scott M. Brubaker, Member Manager

On this 7th day of July, 1995, personally appeared before me H. Ernie Smith and Scott M. Brubaker, as member managers of the said limited liability company, who duly acknowledged before me that they executed the same.

My Commission Expires:

7/13/98

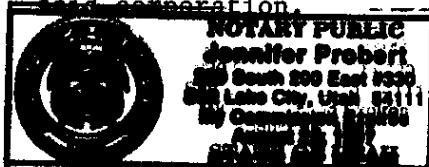
Leanne J. Long
Notary Public



BY:

STATE OF UTAH
COUNTY OF SALT LAKE

On the 6th day of February, 1996, personally appeared before me Bruce G. Robinson who being by me duly sworn did say, for himself, that he the said Bruce G. Robinson is the ^{CEO} President of SYMPHONY DEVELOPMENT CORPORATION, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and the said Bruce G. Robinson duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.



Jennifer Probert
NOTARY PUBLIC

My commission expires: Aug 25, 1997

Residing at: Salt Lake

BENCHMARK REAL ESTATE COMPANY

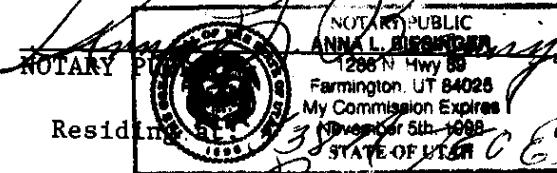
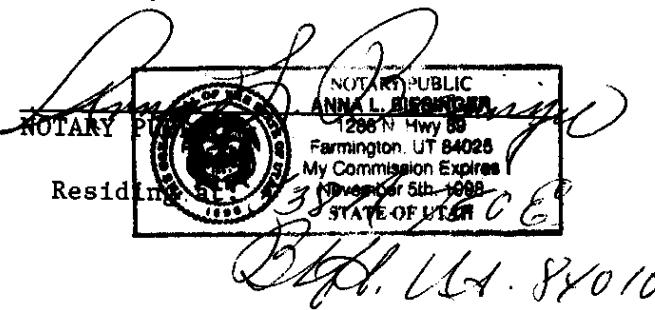


BY: BRENT A. NELSON, PRES.

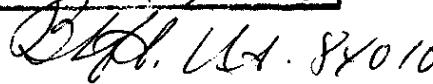
STATE OF UTAH
COUNTY OF DAVIS

ON THE 22 DAY OF FEBRUARY, 1996, personally appeared before me BRENT A. NELSON, who being by me duly sworn did say, for himself, that he the said BRENT A. NELSON, is the President of BENCHMARK REAL ESTATE COMPANY, and that the within and foregoing instrument was signed in behalf of said corporatin by authority of a resolution of its Board of Directors, and the said BRENT A. NELSON, duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

My commission expires:

Anna L. Ferguson
Notary Public
State of Utah
Commission Expires November 5th, 1998



Brent A. Nelson
President
Benchmark Real Estate Company