

HIGHLAND SPRINGS SUBDIVISION

SOUTH OGDEN, UTAH

PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS Cascade Construction & Development, L.L.C., a Utah limited Liability Company, is the owner and developer of the land referred to in this document and which is situated in the State of Utah, County of Weber, and City of South Ogden and is described as follows:

All of lots 1 - 22, Highland Springs Subdivision, South Ogden, Utah

Property address: 5900 South and 2000 East, South Ogden, Utah

AND WHEREAS said owner is desirous of protecting the above described property, PROTECTIVE COVENANTS set forth below in order to enhance a more uniform development of the lots therein, maintain to the extent possible the natural environment in which they are located, and to maintain the value thereof.

I LAND USE AND BUILDING TYPE

No lots can be used except for residential purposes. Only one dwelling shall be constructed per lot and only one additional non-dwelling out building may be constructed per dwelling, the plans for all buildings and fences shall be approved in advance by the ARCHITECTURAL CONTROL COMMITTEE herein after referred to as the (ACC).

II ARCHITECTURAL CONTROL

The construction plans and specifications and a plot plan showing the location of any proposed structure must have been approved by the ACC as to size, height, quality, materials, harmony of design of the proposed structure to the locale and as to the location of the proposed structure. A private garage for at least two cars is required for each home. The use of carports is not permitted, and the use of any fences must have the specific prior approval of the ACC. Buildings shall be designed to preserve the natural beauty of the area. Exterior materials of the building shall consist of brick, stone or stucco. Roofing materials shall be cedar shake, Bartile, or architectural grade shingles and shall have a life of at least 25 years. Aluminum will be utilized for soffit, fascia and gutters ONLY - no aluminum or vinyl siding will be allowed. Any out building must be constructed of the same exterior materials as the dwelling. The out building may not be larger than twenty-five (25%) of the total size of the back yard. The ACC shall be substantially governed by the Building and Zoning Ordinances of South Ogden City; except where stricter provisions are deemed to be appropriate to maintain the quality and environment of the structure built on the property above described or where specific provisions of these Covenants are applicable.

III ARCHITECTURAL CONTROL COMMITTEE

The Architectural Control Committee shall initially be composed of one representative from Nilson Homes and one representative from Cascade Construction & Development, L.L.C. and Raymond White. At his pleasure, White may replace himself with either his wife, Jesse Bybee or Wanda Bybee. Each member shall have one vote. At such time as 18 houses have been constructed and occupied, the owners of the occupied houses may elect a total of two members to the ACC. At that same time the members representing Nilson Homes and Cascade Construction & Development, L.L.C. will remove themselves from the ACC. The owners of the property shall thereafter govern themselves as they see fit. At any time that Nilson Homes, for any reason, ceases to purchase lots from Cascade Construction & Development, L.L.C., Nilson Homes shall no longer be represented on the ACC.

IV ARCHITECTURAL CONTROL COMMITTEE PROCEDURE

E# 1435929 BK 1831 PG 161
DOUG CROFTS, WEBER COUNTY RECORDER
21-OCT-96 1033 AM FEE \$35.00 DEP MH
REC FOR: JAMES.A.BOYD

The approval or disapproval of the ACC as required in these covenants shall be in writing. Plans and specifications shall be submitted to the committee in duplicate. One approved set shall be returned to the lot owner. In the event the committee or its designated representative fails to take action within thirty (30) day after plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to be in compliance.

V DWELLING QUALITY AND SIZE

All structures constructed on the property described herein shall be of good quality workmanship and new materials. The minimum finished square footage dwelling structure, exclusive of attached garage and any open porches, balconies, decks, or other semi-external space, shall not be less than:

- A. 1600 square feet on the ground level for any one-story dwelling;
- B. 1850 square feet for the combined finished square footage of the ground story level and the story above the ground story level of a two-story dwelling.
- C. 1900 square feet for the combined finished square footage of the ground story level and the levels above ground level in a multi-level dwelling.

Deviations from this area requirement can only be made upon written approval, in advance from the ACC, upon showing of an extraordinary increase in quality of a unit with less than the required footage to warrant reduction from the minimum area requirement.

VI SETBACK REQUIREMENTS

Front and side setback requirements shall be governed by the ordinances of South Ogden City.

VII NUISANCES

No noxious or offensive trade or activity shall be conducted on any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

Animals and fowls may kept in accordance with the ordinances of South Ogden.

All recreational vehicles shall be parked off the street and be screened from view from the street at the set-back line of the residence. Non-functional vehicles shall not be stored, or major repairs performed, on the street, in driveways, nor in the yards of the residence. Failure to comply with the provisions hereof shall constitute a nuisance.

No home businesses except as allowed by South Ogden City ordinances may be conducted out of any residence in the subdivision.

No sign of any kind shall be displayed to the public view on any lot except on professional sign of not more than five (5) square feet advertising the property for sale. The Developer and General Contractor shall be exempt from this restriction.

VIII APPEARANCE, SANITATION AND FIRE HAZARD CONTROL

The front, side and back yards must be landscaped with lawn grass as soon as practical following completion, but in no event later than twelve (12) months following occupancy. The front yard shall have a minimum of two (2) trees and five (5) shrubs. All lawn areas must have a permanent, underground sprinkler system. If a resident elects to utilize a portion of the rear yard as a vegetable or flower garden, the lawn requirement for that garden area is not applicable. No lots shall have accumulated or stored thereon any rubbish, weeds, vehicles, trash or unsightly debris. All lots shall be maintained free of undesirable growth whether or not there is a structure on the lot. Within one (1) year after the recording of this document, any lot without an approved structure must be graded in such a matter that weeds and grass may be cut and kept in a neat appearance. Grass and weeds shall be controlled within the regulations of South Ogden City regulations. Upon the failure or neglect of any owner to comply with the above within thirty (30) days after receiving written notice from the ACC, the ACC may cause the same to be corrected and the individual lot owner will be responsible for the reasonable expenses incurred by the ACC. No vehicles may be parked on any surface that is not properly paved. All stacks and chimneys from fireplaces in which combustibles, other than natural gas, are burned shall be fitted with spark arresters.

IX FENCES AND ANTENNAS

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Fences and antennas shall be constructed and maintained within the ordinances of South Ogden City.

X WATER DISCHARGE

Water discharge shall be within the ordinances of South Ogden City

XI EASEMENTS FOR STORAGE

Easements and setbacks for storage pads for vehicles or other material shall comply with the ordinances of South Ogden City

XII PROHIBITED VEHICLES

No commercial vehicles, school buses, trucks with more than six (6) wheels and trucks heavier than one and one-half (1 1/2) ton, shall be parked or stored on any lot or front street to a lot. Construction, delivery and repair services are exempt from the foregoing.

XIII TERMS

These covenants are to run with the land and shall be binding on all parties and persons claiming under them for the period of fifty (50) years from the date these covenants are recorded. They may be renewed subject to the wishes of the ACC.

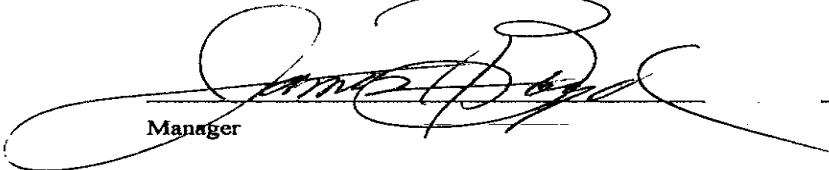
XIV ENFORCEMENT

Enforcement of the provisions contained herein 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 recover damages. In addition to remedies at law or in equity, the ACC may abate any nuisance or correct any violation thereunder and the individual lot owner shall pay the reasonable expenses incurred therein, and no liability shall attach to the ACC or its representatives in acting pursuant to the provisions of these covenants and enforcing the terms thereof, including abatement of nuisances.

XV INVALIDATION

Invalidation of any one of these covenants or any portion thereof by judgment or court order shall in no wise affect the other provisions, the same shall remain in full force and effect.

Cascade Construction & Development, L.L.C.


Manager

Oct. 21, 1996
Date

Notary Public: Patricia P. Lasater



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