

PROTECTIVE COVENANTS

The Protective Covenants of grand Heights Subdivision Phase 4, Lots 32 through 52 inclusive, Washington Terrace City, Weber county, State of Utah. Adopted January 22, 1997

ARTICLE I

ARCHITECTURAL CONTROL COMMITTEE

1. MEMBERSHIP. The Architectural Control Committee is composed of Theodore S. Holtry, Rita W. Holtry, and Paul V. Skeen. A majority of the Committee may designate a representative to act for it. No members of the committee shall be compensated for services performed pursuant to this covenant. The committee shall be composed of at least three members at all times and may release and appoint new members to said Committee with majority approval.

2. FUNCTION. The function of this committee shall be to pass upon, approve, or reject any plans or specifications for structures to be erected on lots in said subdivision, so that all structures conform to the restrictions and general plans of the Declarant for the improvements and development of the whole tract. The committee may act by any two of its members, and any authorization, approval, or denial shall be in writing and signed by at least two members.

No building shall be placed, or altered on any lot until the construction plans, and plot plan of the proposed 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, unless similarly approved.

3. PROCEDURE. In the event that the Committee or its designated representative shall fail to approve or disapprove plans and specifications in writing within thirty days of submission, approval will not be required, and the related covenants shall be deemed to have been fully complied with.

4. ENFORCEMENT. Enforcement shall be effected by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either by restraining the violation or recovery of damages. either the architectural Committee or any property owner affected by any violation of these covenants is hereby authorized and empowered to bring such action.

ARTICLE II

IMPROVEMENTS

E# 1452762 BK 1845 PG2529
DOUG CROFTS, WEBER COUNTY RECORDER
30-JAN-97 1206 PM FEE \$40.00 DEP MH
REC FOR: HOLTRY.CONSTRUCTION

07-499-00010001

1. TYPE OF STRUCTURE. All lots shall be used for single family dwellings and residential purposes. Any one-story residence shall contain not less than 1600 square feet of living area, exclusive of porches, garages, and patios. Any two-story residence shall contain not less than 1200 square feet of living area on the ground level, with the second level containing no less than 800 square feet of living area. Any split-level, bi-level, or multi-level home that does not fall under a traditional two-story residence shall contain not less than 1850 square feet of living area.

All dwellings must have private garages for not less than 2 vehicles nor more than 3 vehicles, with no carports allowed. Not temporary structures, barns, basements, trailers, or other out buildings shall be permitted.

All dwellings shall have hip or gabled roofs with a minimum of 5" in 12' and a maximum of 12" in 12'. Flat, gravelled, or built-up roofs shall not be permitted. All roofing material must be approved by the Architectural Committee.

2. LANDSCAPING. All family dwellings shall be planted in lawn or other acceptable landscaping in the front yard within one year of occupancy, so as to not negatively impact the esthetics of the subdivision. The side and back yards shall be landscaped within two years of occupancy. "Acceptable landscaping" and "lawn" shall be defined by a majority of the lot owners in the subdivision. Trees, lawns, shrubs, or other planting shall be properly nurtured and maintained or replaced at the lot owner's expense.

3. BUILDING LOCATIONS. All single family dwellings shall comply with "setback" requirements established by the city zoning ordinances.

ARTICLE III

RESTRICTIONS

1. PRIVATE RESIDENCE. Said premises shall be used for private residences only. All buildings shall be completed within a period of one year from the date said building was started.

2. BUILDING EXTERIORS. All exterior building material must be a combination of stucco, brick or stone, with no more than thirty per cent to consist of vinyl or aluminum siding. the purpose is to have harmony of design with all homes in the subdivision. All materials must be approved by the Architectural Control Committee.

3. MAIL BOX. All residents must construct a mail box structure that matches the residential structure's front elevation as it pertains to materials (i.e. brick or stone, etc.) and color, and must be approved by the Architectural Control Committee.

The mail box shall be located between the curb and gutter, and the sidewalk, and be 60" high and 20" by 20" wide. The height of the mail box slot shall be 40" to 48" per U.S. Postal regulations. The mail box shall be constructed upon a foundation which extends into the ground 24 inches.

4. **EXTERIOR LIGHTING.** All residences shall have an exterior light at the front entrance and also lighting on each side of the garage.

5. **GARBAGE AND REFUSE DISPOSAL.** No lots shall be used or maintained as a dumping ground for rubbish, trash, vegetation clippings, or other waste. Any containers or equipment commonly used for storage and disposal shall be kept in a clean and sanitary condition. Each lot and its abutting street shall be kept free of trash, weeds, and refuse by the property owner at the owner's expense. If in the opinion of the Architectural Control Committee, the property owner is not maintaining the property, or otherwise allowing the property to become unsightly or maintaining objects of trash and rubbish or other materials which in the opinion of the Architectural Control Committee are degrading the value of the surrounding property, then such materials shall be removed and kept out of the view of the general public at lot owner's expense.

6. **AUDIO VISUAL.** No audio or visual equipment, such as TV, radio, or communications antennas will be permitted or placed on any structure where they are in view of the public. No satellite receiving dishes will be allowed on any front or side yards. Any and all such equipment will only be permitted in back yard areas.

7. **SIGNS.** No signs of any kind shall be displayed for public view on any lot or structure except to advertise the property for sale, or by the builder during construction to advertise the construction site and identify the builder.

8. **RECREATIONAL VEHICLES.** No recreational vehicles, such as boats, mobile homes, snowmobiles, motorcycles, trailers, or related equipment, shall be parked or stored on any front street or driveway in front of a house or garage for more than forty eight hours within any seven day period. Boats, trailers, campers, motor homes or similar vehicles which are parked on the lot must be located to the side or in the rear of the home and concealed from the front of the street.

9. **PROHIBITED VEHICLES.** No commercial vehicles, school buses, trucks with more than six tires or heavier than one ton rating, shall be parked or stored on any lot or front street for more than a cumulative total of forty eight hours per calendar, except during construction.

10. **PETS AND ANIMALS.** Only domestic household pets, such as dogs or cats, not to exceed two in number, may be kept, located or maintained on any lot. No livestock, poultry, or fowl shall be kept, raised or bred on any lot.

11. **NUISANCES.** No obnoxious or offensive trades or activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood or surrounding neighbors. No clothes drying or storage articles which are unsightly shall be allowed on patios or decks. No weeds, underbrush, or unsightly growths shall

be permitted to grow or remain upon the premises, and no refuse pile or unsightly objects shall be allowed to be placed or suffer to remain anywhere thereon.

No automobiles, trailers, or other vehicles are to be stored on the streets, or front, side, or back of the lots unless they are in running condition, properly licensed and are being regularly used. Automobiles must be moved every 24 hours. No oil or mining operations of any kind or sort will be allowed on or in any lot or structure.

In the event that any owner of any property in the subdivision shall fail or refuse to keep such premises in accord with terms of this section and specifically create any of the mentioned nuisances, the Architectural Control Committee or its assigns may enter upon such lands and remove the nuisance at the expense of the owner and such entrance shall not be deemed a trespass. If in the event of such removal a lien shall arise and be created in favor of the Architectural Control Committee and against such lot for the full amount chargeable to such lot, such amount shall be due and payable within thirty days after the owner is billed therefor.

12. FENCING. No fence or similar structure shall be erected in any required front yard of a dwelling higher than 42 inches, nor shall any fence or similar structure be erected in any side or rear yard higher than six feet. On corner lots, Washington Terrace ordinances must be complied with.

The east boundary of lots 35, 36, 37, 43 and 44 will be fenced of materials acceptable to Washington Terrace City by the developer (future phases containing east-boundry lots will be similarly fenced by the developer at his expense), and in compliance with Washington Terrace ordinances. The purpose of this fence is to constitute a barrier between the residential areas of Grand Heights Subdivisions and future commercial use of the property owned by Ogden Regional Medical Center.

All fencing must be harmonious with and conform to the fencing installed by the developer on the east boundary.

13. WATER DISCHARGE. Persons owning, occupying, or having control of any premises, shall not permit irrigation water, or water from the roofs or eaves of any house or building, or from any other source under the control of such person to be discharged or spread upon the surface of any sidewalk, street, or adjoining lot. This is intended to require that the owner maintains water on his property.

14. SET-BACK EASEMENTS. Set back easements shall be per Washington Terrace ordinances, and no pad used for the storage of vehicles or other material either temporarily or permanently shall be constructed within the front, or back yard set back requirements of a given lot. This open space shall remain unoccupied and unobstructed by buildings or vehicles. Pads used for the storage of vehicles or other material either temporarily or permanently may be constructed within the side yard set-back on the side of the home the garage is located on only.

15. REAR ACCESS TO LOTS. Absolutely no rear access to lots shall be

allowed, except for the purpose of utility maintenance or repair within utility easements.

16. EASEMENTS. Easement for installation and maintenance of utilities and drainage facilities are reserved, as shown on the recorded plats of the subdivision. No structure, planting or other material shall be placed or permitted to remain in such a way as to damage, or interfere with the installation and or maintenance of these utilities or drainage facilities.

ARTICLE IV

GENERAL PROVISIONS

1. TERM. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded, after which time, said covenants shall be automatically 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.

At any time prior to the end of the first thirty year period, a majority of seventy five per cent of all lot owners may agree to amend, alter, abolish, or otherwise change these covenants by doing so in writing and filing the same with the County Recorder's office.

2. REMEDIES FOR VIOLATION. 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. the rights grated herein to enforce this Declaration of Protective Covenants shall be cumulative and are not intended to exclude any other remedies which may be available to any other person in law or equity. Any person or persons who bring a successful action to enforce this Declaration shall be entitled to an award for reasonable attorney's fees and costs incurred in prosecuting such action.

3. SEVERABILITY. It is expressly agreed that in the event any covenant, condition, or restriction herein before contained or any portion thereof is held invalid or void by a court of competent jurisdiction, such invalidity or voidance shall in no way effect any valid covenant, condition, or restriction and such void or invalid term shall be severed from this document and the remainder shall remain in full force and effect.

4. ACCEPTANCE OF RESTRICTIONS. All purchasers of property described above, by acceptance of contracts of deeds for any lots of any portion thereof, which are included in this document, shall be conclusively deemed to have consented and agreed to all restrictions, conditions, covenants and agreements set forth herein.

Dated this 22nd day of January, 1997

TED HOLTRY CONSTRUCTION COMPANY, INC.
A CORPORATION

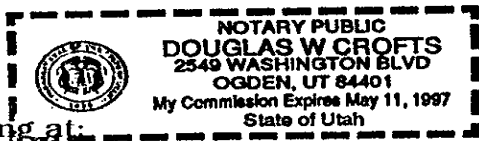
BY:

Theodore S. Holtry
Theodore S. Holtry, President

STATE OF UTAH)
) : SS
COUNTY OF WEBER)

On the 30th day of Jan., 1997, personally appeared before me Theodore S. Holtry, who being duly sworn says that he is President of Ted Holtry Construction Company, Inc., A Utah Corporation, and that he has executed above and foregoing instrument of behalf of said corporation, having been duly authorized to do so.

IN WITNESS WHEREOF I have herewith set my hand and affixed my seal this 30th day of Jan., 1997.



Douglas W. Crofts
Notary Public

Residing at:
My Commission Expires: