

## PROTECTIVE COVENANTS

The Protective Covenants of Lakeview Ridge Subdivision Phase 3, Lots 25 thru 32, inclusive, Ogden City, Weber County, State of Utah. Adopted April 1, 1997.

1. All lots in the tract shall be known and described as residential lots for a detached family dwelling not to exceed two stories in height and a private 2 or more attached car garage.

2. No building shall be erected, altered or placed on any lot except by a licensed general contractor duly qualified and licensed by the appropriate governmental authorities. No construction shall commence 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 the workmanship and materials, harmony of external design with existing homes and as to the location with respect to topography and finish elevation.

3. The architectural control committee, (the committee), initially is composed of three individuals, JOHN WAYNE SHUPE, CHRIS L. MARTINEAU, AND RICHARD M. WEBBER. A majority of the committee may designate a representative to act for their committee. The members shall have full authority to designate their successor. Neither shall be entitled to any compensation for services performed pursuant to this covenant, nor shall they have any liability for their decisions. A two thirds majority of the then recorded owners of the lots shall have the power, through duly recorded written instrument, to change the membership of the committee or restore it to any of its powers and duties, and to amend, change or alter these protective covenants.

4. All building plans, site plans and specifications must be approved by the committee prior to starting construction. Two complete sets of plans shall be submitted to the committee before construction can commence. An approved set will be signed and returned to the contractor and one signed set will be retained in a permanent file by the owner/(developer). Construction on all lots must commence within 18 months of the date of closing. In the event that construction has not commenced within 18 months, written approval must be obtained from the above mentioned committee. The committee is entitled to approve plans and specifications which are not in strict compliance with these covenants, if the committee determines such would be in the best interest of the subdivision.

E# 1502558 BK 1890 PG 74  
BOUG CROFTS, WEBER COUNTY RECORDER  
04-NOV-97 3:47 PM FEE \$29.00 DEP MB  
REC FOR: ASSOCIATED.TITLE

5. All dwellings shall set back 20 feet to any side street line, not nearer than 10 feet to any side lot line and the total width of the two side yards shall be not less than 20 feet, and the rear yards shall not be less than 30 feet unless the dwelling has an attached garage, in which case the rear yard shall not be less than 15 feet, front set back to be minimum 30 feet. For the purpose of these covenants, eaves, steps and open porches shall not be considered as part of the building to determine setbacks. Absent written approval of the Architectural control committee granting a specific set back variance, a detached garage, or other permitted accessory building must be located 40 feet or more from the front set back line, and shall have a minimum side yard of not less than 1 foot.

6. All dwellings shall include and maintain one exterior yard light equipped with a photoelectric cell to be operational during night-time hours.

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 2,000 square feet for one story dwelling, nor less than 2,600 square feet for a dwelling of more than one story. A split entry or bi-level dwelling must exceed 2,600 square feet on main levels. The construction materials for each home shall be of superior quality.

8. No building shall be erected or placed on any lot having less than 80% brick or stone with siding, or 20% minimum brick or native stone with the balance being stucco. Other exterior materials must be approved by the committee. Aluminum steel or vinyl siding shall not be used. Roofing materials shall be architect shingle or better.

9. No building shall be erected or placed on any lot having an area or less than 12,000 square feet.

10. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become annoyance or nuisance to the neighborhood. No clothes drying or storage articles which are unsightly 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. All RV storage to be to side or rear of homes beyond the front set back lines. All roof mounted heating and cooling equipment to be set back to the back side of the roof out of view from the street. All TV antennas are to be placed in the attic out of view. Satellite dishes are limited to the new DSS systems (or equivalent) not to exceed 18" in diameter and must be placed visually out of sight from the front elevation.

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

12. 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 and pipes, conduits, poles, wire 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 the convenience of 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 reserve any or all of the lots shown on said map. No structures of any kind shall be erected over any such easements except upon written permission of the owner of the easement, their successors and assigns.

13. 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 of advertising the property for sale or rent, or sign to be used by a builder to advertise during the construction and sales period.

14. No lot shall be used or maintained as dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in clean and sanitary condition. Each lot, and its abutting street, are to kept free of trash 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. Purchaser or contractor of lot shall be held responsible for damages caused by him or his contractor to any lots in the subdivision.

15. No fence, wall, or other object of similar design may be constructed on any lot nearer the street line than the front house line, nor shall any fence wall or other object of similar design be constructed on any lot to a height greater than 6 feet.

16. 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 line connecting them at points 40 feet from the intersection of the street curb lines, or in case of a rounded property corner from the intersection of the street lines extended. The same sight line limitations shall apply on any lots 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 the foliage line is maintained at sufficient height to present obstruction of such sign lines.

17. 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.

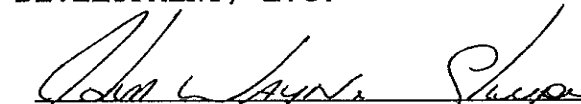
18. Within one year of occupancy of any home built on a lot in said subdivision, the front and side yards shall be planted in lawn or other acceptable landscaping so as not to be an eyesore. "Acceptable Landscaping" and "Lawn" shall be interpreted by the majority of the then existing home owners in the subdivision.

19. 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 of these 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 changing said covenants in whole or in part. Enforcement against persons violating or attempting to violate any covenants shall be done by legal action to restrain the violation or recover damages. Invalidation of any one covenant by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect. The responsibility of the enforcement shall rest upon the homeowners residing in the subdivision. The developer and/or architectural control committee accepts no responsibility for enforcement and shall have no liability for persons violating these covenants. The successful party to any litigation based upon or resulting from these covenants shall be entitled to reasonable attorney fees and costs incurred in enforcing these covenants.

Dated this            day of April, 1997.

SHADOW RIDGE DEVELOPMENT, L.C.


By:

  
John Wayne Skupe  
Member

  
Chris L. Martineau  
Member

  
EAGLE ENTERPRISES INC., GREGORY S. WILLIAMS, PRESIDENT

#: 1502558 BK1890 PG77

  
GLADE NIELSEN BUILDER, ROGER G. NIELSEN, PRESIDENT

STATE OF UTAH )  
 ) : ss  
COUNTY OF WEBER )

On the 3rd day of May, 1996, personally appeared before me Chris L. Martineau, member of Shadow Ridge Development L.C. and John Wayne Shupe, member of Shadow Ridge Development L.C. the signer(s) of the foregoing instrument who duly acknowledged to me that they executed the same.

Residing at: Padon, Utah

Chris L. Martineau  
NOTARY PUBLIC  
My commission expires: 2-10-2000



STATE OF UTAH )  
 ) :SS  
COUNTY OF WEBER )

On the 3RD of NOVEMBER, 1997, personally appeared before me GREGORY S. WILLIAMS, to me known to be the PRESIDENT of EAGLE ENTERPRISES INC., known to be an authorized agent for the corporation that executed the within and foregoing instrument and acknowledged the instrument to be the free and voluntary act and deed of the corporation by authority of its bylaws or by resolution of its Board of Directors, for the uses and purposes therein mentioned and on oath stated that GREGORY S. WILLIAMS was/were authorized to execute the instrument and that the seal affixed is the corporate seal of the corporation.

*Suzi M. Moore*  
NOTARY PUBLIC

RESIDING AT: Ordan, Utah MY COMMISSION EXPIRES: 2-10-2000



STATE OF UTAH )  
 ) :SS  
COUNTY OF WEBER )

On the 3rd of NOVEMBER, 1997, personally appeared before me ROGER G. NIELSEN, to me known to be the PRESIDENT of GLADE NIELSEN BUILDER, known to be an authorized agent for the corporation that executed the within and foregoing instrument and acknowledged the instrument to be the free and voluntary act and deed of the corporation by authority of its bylaws or by resolution of its Board of Directors, for the uses and purposes therein mentioned and on oath stated that ROGER G. NIELSEN was/were authorized to execute the instrument and that the seal affixed is the corporate seal of the corporation.

  
NOTARY PUBLIC

RESIDING AT Quincy, Utah MY COMMISSION EXPIRES: 2-10-2000

