

**PROTECTIVE COVENANTS AND RESTRICTIONS COVERING
ORCHARD HEIGHTS SUBDIVISION, a SUBDIVISION
IN NORTH OGDEN, UTAH**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned are the present owners of all the lots, pieces and parcels of land embraced within the area hereinafter specifically described, and

WHEREAS, said area comprises an exclusive residential subdivision in North Ogden, Weber County, State of Utah, and

WHEREAS, it is the desire of the owners of said subdivision to place restrictive covenants upon said lots for the actual benefit and protection of future owners thereof. In addition, all property owners must comply with county zoning and subdivision ordinances, and

NOW THEREFORE, the following restrictive covenants are placed upon said lots for the mutual benefit and restrictions of future owners, and that the premises to which the restrictive covenants shall attach are specifically described and are as follows:

All Lots of ORCHARD HEIGHTS SUBDIVISION, a Subdivision in North Ogden,
County of Weber, State of Utah.

1. Single Family Residence with Attached Garage. All lots in said subdivision shall be known and described as residential lots. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height and no less than a two car attached garage and no more than a four car attached garage and other out buildings approved in advance in writing by the committee herein below described.

2. Architectural Control Committee Approval. 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 quality of workmanship and materials, and harmony of external design with existing structures.

The Architectural Control Committee is composed
Bruce L. Nilson, Kent Nef, and Alan Woodfield.

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 shall have full authority to designate a successor. At any time, 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 to withdraw from the committee or restore to it any of its powers and duties. 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 in any event, if no suit to enjoin

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REC FOR: BONNEVILLE TITLE

the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

3. **Setback Requirements** No structure shall be located on any lot nearer to the front line or side line than the minimum building setback lines. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved.

4. **Quiet Enjoyment**. No noxious or offensive trade or activity and no nuisance shall be carried on upon any lot nor shall anything be done which may be or may become an annoyance in the neighborhood. Parking of junk or inoperable cars anywhere in this subdivision will not be permitted. Outside parking and storage of boats and recreational vehicles on individual lots shall not be closer to the street than the front of the house.

5. **Temporary Structure**. No trailer, basement, tent, shack, garage, barn or other out building erected in the subdivision shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

6. **Minimum Square Footage**. 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. 900 square feet on the ground level for any one-story dwelling;
- b. 1,200 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 or a 1 ½ story dwelling;
- c. 1,100 square feet for the combined finished square footage of the ground story level and the levels above ground level in a multi-level dwelling.

7. **Building Materials**. The exterior materials of the buildings shall consist of brick, stone or stucco, or siding. The front of the home to have a combination of brick, stone, stucco or siding.

8. **Utility Easements**. Easement for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other materials 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 of flow of drainage channels in the easement area of each lot and all improvements for which a public authority or utility company is responsible.

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 five square feet advertising the property for sale, or signs used by a builder to advertise the property during the construction and sales period.

10. **Animals**. No animals, livestock, or poultry of any kind shall be raised, bred or kept

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on any lot, except that a dog, cat or other domesticated household pet may be kept provided that they are not kept, bred or maintained for any commercial purpose. Notwithstanding the foregoing, no animal or fowl may be kept on a lot which results in an annoyance or is obnoxious to residents in the vicinity.

11. Garbage Removal. 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 other equipment for the storage or disposal of such material shall be kept in clean and sanitary condition.

12. Fences. 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 rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply to any lot within 10 feet from the intersection of a street property line with the edge of a driveway or pavement. No tree shall be permitted to remain within such distances of such intersections unless foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

13. Electronic Antennas. No television, radio, or other electronic antenna or device of any type shall be erected, constructed, placed or permitted to remain on any dwelling unit or lot unless and until the same shall have been approved in writing by the Architectural Control Committee.

14. Landscaping. 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 be an eyesore. "Acceptable landscaping" and "lawn" shall be interpreted by the majority of the then existing home owners in the subdivision.

15. Division of Lots. Lots may not be further subdivided by the owners and no owner shall have the right to sell or convey less than a full-size lot as recorded.

16. No Liability for Damages. The Architectural Control Committee shall not be held liable for damages by reason of any action, inaction, approval, or disapproval by it with respect to any request made pursuant to this Declaration.

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 those covenants are recorded after which time said covenant shall be automatically extended for successive period of 10 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.

If any party hereto or lot owner, its successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property

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situated in said subdivision to prosecute any proceedings at law or in equity against the persons or person violating or attempting to violate any such covenants and either prevent him or them from so doing and recover damages or other compensation for such violation.
Invalidation of any of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Dated this 27 day of May, 1998. BN

Bruce Nilson

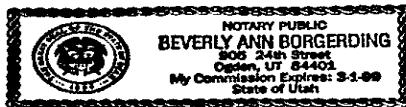
Bruce L. Nilson - President
Nilson & Company, Inc. d.b.a. Nilson Homes

State of Utah)

County of Weber)

On this 27 day of May, 1998, personally appeared before me Bruce L. Nilson, whose identity is personally known to me and who by me duly sworn, did say that he is the president of Nilson & Company d.b.a. Nilson Homes and that said document was signed by him in behalf of said Corporation by Authority of its Bylaws, and said Bruce L. Nilson acknowledged to me that said Corporation executed the same.

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Residing at: Weber County

Beverly Ann Bongerding

Notary Public

March 1, 1999

My Commission Expires

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