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MORNINGSIDE ESTATES

PHASE 1

Subdivision Covenants and Restrictions

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 SHERYL L. WHITE, DAVIS CNTY RECORDER
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I. PURPOSE

Private covenants are necessary in part to preserve the natural beauty of MORNINGSIDE ESTATES,* a subdivision in Woods Cross, Utah. This means that development must be planned and executed with sensitive regard for natural landforms and drainage patterns, soil conditions, and existing vegetation. The goal of architectural control is to insure that MORNINGSIDE ESTATES homes are properly sited, that they are beautifully landscaped, and that they present a pleasing blend of colors and styles. The following covenants are to be followed to insure the above purposes are met. Any owner or occupant of property, purchasers of property, or persons building on property in MORNINGSIDE ESTATES agree(s) to abide by these covenants and restrictions. All inquiries concerning the intent of these covenants are to be directed to the Architectural Committee before any construction is done.

II. DEFINITIONS

* PHASE 1

Developer - Person(s) who owns the land and is subdividing the land into lots. Presently is B & G, I, LLC; primary office is located at 750 South Main Street, Suite 104, Bountiful, UT 84010.

General - For any word or phrase not clearly understood in the context it is used, the definitions used by Woods Cross City in its zoning, building, and subdivision and other ordinances shall apply. The developer, builders, and residents shall be subject to all Woods Cross City ordinances, and in case of conflict with provisions of these covenants, the Woods Cross City ordinances shall govern.

III. GENERAL USE RESTRICTIONS

All real property within MORNINGSIDE ESTATES shall be held, used and enjoyed subject to the following limitations and restrictions:

1. **Use of Lots and Dwellings.** Each dwelling shall be used only as a single-family residence, no duplexes or multi-family dwellings.
2. **Easements.** Easements 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 material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities. 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 through which a public authority or utility is responsible.
3. **Nuisances.** No rubbish or debris of any kind shall be placed or permitted to accumulate upon any property within the development and no odors shall be permitted to arise therefrom so as to render any property or portion thereof unsanitary, unsightly, or unreasonably detrimental to any other property or its occupants. No noise or other nuisance shall be permitted to exist or operate upon any such property so as to be offensive or detrimental to any property or its occupants.
4. **Animals.** Such animals as are permitted shall be strictly controlled and kept pursuant to government laws of Woods Cross City.
5. **Temporary and Other Structures.** No structures of a temporary nature, e.g. tent, trailer, basement house, shack, garage, or other building shall be used at any time as a residence. No old or second hand structures or prefabricated homes shall be on any of the lots. The intention is that all

dwellings and other buildings to be erected on the lots, shall be new construction of good quality, workmanship, and materials.

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6. Unsightly Articles. No unsightly articles shall be permitted to remain so as to be visible from adjoining property. Refuse, garbage, and trash shall be kept at all times in a covered, noiseless container and any such container shall be kept within an enclosed structure or appropriately screened from view; and no lumber, grass, shrub, or tree clippings or plant waste, metals, bulk materials, or scrap or refuse or trash shall be kept, stored, or allowed to accumulate on any property except within an enclosed structure or appropriately screened from view.
7. No Further Subdividing. No lot may be further subdivided, nor may any easement or other interest therein less than the whole be conveyed by the owner thereof (excluding Developer) without the prior written approval of the Architectural Committee; provided, however, that nothing herein shall be deemed to prevent or require the approval of the Architectural Committee for the transfer or sale of any lot or living unit to more than one person to be held by them as tenants in common or as joint tenants.
8. No Hazardous Activities. No activities shall be conducted on any property and no improvements constructed on any property, which are or might be unsafe or hazardous to any person or property. This includes any drilling or mining activities. Without limiting the generality of the foregoing, no firearms shall be discharged upon any property and no open fires nor incinerators shall be lighted or permitted on any property except a contained barbecue unit while attended and in use for cooking purposes. No hazardous substance, as defined by Federal or State laws, shall be permitted or disposed of on any lot.
9. Repair of Buildings. No improvement upon any property shall be permitted to fall into disrepair, and each improvement shall at all times be kept in good condition and repair and adequately painted or otherwise finished by the owner thereof.
10. Signs. No sign of any kind shall be displayed to the public view without the approval of the Architectural Committee, except such signs as may be used by the Developer in connection with the development of MORNINGSIDE ESTATES and sale of residences and lots and except such signs of customary and reasonable dimensions as set forth by the Committee as can be displayed on or from a residence advertising the residence for sale or lease. Any "for sale" or "for lease" signs, not more than three (3) feet by two (2) feet, shall not require committee approval. A residential identification sign is permitted but should not exceed one (1) square foot in surface area. Numbers on residences shall be located in a position clearly legible from the street (not to exceed 6-inch high letters).
11. Overnight Parking. No long-term overnight parking of automobiles on the street shall be permitted. No other vehicles of any kind including but not limited to trucks, buses, tractor trailers, camping vehicles, boats, boat trailers, snowmobiles, mobile homes, two and three wheeled motor vehicles, or any other wheeled vehicles shall be permitted to park on any street within MORNINGSIDE ESTATES between 2 o'clock a.m. and 6 o'clock a.m. of any morning. Residents shall also abide by other on-street parking restrictions imposed by Woods Cross City during winter months.
12. Exemption of Developer. Nothing in the MORNINGSIDE ESTATES Restrictions shall limit the right of the Developer to complete excavation, grading construction of improvements to any property within MORNINGSIDE ESTATES owned by the Developer, or to alter the foregoing or to construct such additional improvements as the Developer deems advisable in the course of development of MORNINGSIDE ESTATES so long as any lot remains unsold, or to use any structure in MORNINGSIDE ESTATES as a model home or real estate sales or leasing office.

The rights of the Developer hereunder and elsewhere in these Restrictions may be assigned, sold, or transferred by the Developer.

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13. Access. All travel within the development is restricted to dedicated street right-of-ways. Anyone talking "short-cuts" between dedicated roads, whether paved or gravel, is trespassing either on a private lot.
14. Motorbikes. All motorcycles, trail bikes, three-wheelers, powered devices, automobiles, two or four-wheel drive recreational type vehicles are to be operated only on established roads and streets and are specifically prohibited from all common areas, footpaths and walkways.
15. Leases. Any lease agreement between an owner and a lessee shall be required to provide that the terms of the lease shall be subject in all respect to the provisions of these covenants, and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. All leases shall be required to be in writing.
16. Mortgage Protection. In the event an owner neglects for a period of thirty or more days to cure any failure on his part to perform any of his obligations of these covenants, the Architectural Committee shall give written notice of such fact to the holder of any mortgage (or trust deed) covering owner's lot.

All assessments, if any, of the Architectural Committee and the lien thereof shall be subordinate to the lien of any first mortgage or deed of trust on a lot. Each holder of the first mortgage lien on a lot who comes into possession of the lot by virtue of foreclosure of the mortgage, or by deed of assignment in lieu of foreclosure, or any purchaser at a foreclosure sale will take the lot free of any claims for unpaid assessments and charges against the lot which accrue prior to the time such entity comes into possession of the lot.
17. Interpretation. The captions that precede the sections of these covenants are for the convenience only and in no way affect the manner in which any provision hereof is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both other genders. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity or enforceability of the remainder hereof. This Declaration shall be liberally construed to affect all of its purposes.
18. Covenants to Run with Land. These covenants and all of the provisions hereof shall constitute covenants to run with the land or equitable servitudes, as the case may be, and shall be binding upon and shall inure to the benefit of owner, all parties who hereafter acquire any interest in a lot, and their respective grantees, transferees, heirs, devisees, personal representatives, successors and assigns. Each owner or occupant of the lot shall comply with, and all interest in all lots shall be subject to the terms of these covenants and the provisions of any rules, regulations, agreements, instruments and determinations contemplated by these covenants. By acquiring any interest in a lot, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of these covenants.
19. Enforcement. Enforcement of these covenants shall be by proceeding 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. If any covenant or restriction contained herein is enforced by legal action, the person enforcing the covenant shall have the right to collect reasonable attorney fees and costs against the person found violating the covenant.

IV. THE ARCHITECTURAL COMMITTEE

Architectural control is accomplished for MORNINGSIDE ESTATES through the activities and decisions of its Architectural Committee. The essence of the committee's function is to review and approve all plans for any proposed construction, landscaping, or alteration in order to insure that such work is designed and completed in accordance with the general purposes for architectural control set forth above. The Architectural Committee also has the right, along with any owner or occupant, to enforce the provisions of these covenants.

In its review, the committee shall consider primarily aesthetic aspects; it is not responsible for evaluating the structural safety of buildings or for their compliance with Utah State, Woods Cross, or other applicable codes and ordinances. Instead, MORNINGSIDE ESTATES owners and contractors themselves are responsible to comply with all applicable codes and other ordinances.

Initially, the developers of MORNINGSIDE ESTATES shall serve as the sole members of the Architectural Committee. The Architectural Committee shall be assisted by professional consultants as necessary. The committee derives its authority from these covenants for MORNINGSIDE ESTATES. At the point that all of the lots in MORNINGSIDE ESTATES are sold, the Architectural Committee may be disbanded at the discretion of the developer. Prior to commencing any construction, the owner shall furnish the following for review and approval by the Committee:

1. A site layout plan showing the proposed home as it will be situated on the lot; showing all dimensions of the home and its distance from property lines; and showing all drives, walkways, patios, barbecues, outbuildings, etc., together with the dimensions between them.
2. A finish grading plan which specifies the elevations of basement floors, main floors, patios, etc., and indicates their relationship to the grade and contour of the lot in question. All alterations to existing grades shall be clearly identified.
3. A complete set of architectural plans, to include:
 - A. Plans of all levels, elevations of all sides, and typical building sections.
 - B. A complete set of all exterior colors in the form of samples or color chips, with detailed information as to the locations of the color on the home, (e.g., brick siding, trim, roofing materials, etc.)
 - C. Any subsequent changes, improvements, or alterations in the aforementioned plans or selections of exterior materials and colors must be submitted to the Committee for its prior written approval. Similarly, this provision applies to the construction of accessory buildings that may, at any time, be contemplated.
4. Along with the plans specified above, the owner shall sign a Notice indicating that he has read and understood this document and the covenants for MORNINGSIDE ESTATES and that he agrees to their terms enforceability in a court of law.
5. Notice of approval or disapproval as required by these covenants will be given the owner in writing within thirty (30) days after receipt of notice. In the event the committee, or its designated representative, fails to approve or disapprove plans and specifications within 30 days after such have been received, approval will not be required and the related covenants shall be deemed to have been fully complied with.
6. Once begun, any improvements, construction, landscaping or alterations approved by the Committee shall be diligently pursued to completion.

V. BUILDING RESTRICTIONS.

The following standards and criteria shall govern the Architectural Committee's review of plans submitted for approval:

Home Constructions

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1. Type. No building shall be erected, altered, placed, or permitted on any lot other than one (1) detached single family dwelling not to exceed two stories, or thirty (40) feet in height. In addition, each residence shall have a private, fully enclosed garage to accommodate at least two (2) cars, a maximum of 3 single garage doors or 1 double and 1 single door. Carports are not acceptable. New construction only is permitted; existing buildings shall not be moved onto a lot from another location.
2. Size. The ground floor area of the main structure exclusive of one-story open porches and garages, shall not be less than 1,000 square feet for a one-story dwelling. Two story homes shall not be less than 1,300 square feet.
3. Location. The following minimum yard requirements shall apply to all living units:
 - A. Front Yard. No dwelling shall be located on any lot nearer than thirty (30) feet to the front lot line.
 - B. Side Yards. Each lot shall have minimum combined side yards of sixteen (16) feet. The smallest side yard shall be eight (8) feet. The minimum distance between any two dwellings and/or garages on adjacent lots shall be twenty (20) feet.
 - C. Side Yards - Driveway. When used for access to a garage or parking area, a side yard shall be wide enough to provide an unobstructed ten-foot paved driveway. All driveways must be kept to one side of house, no split driveways are allowed.
 - D. Side Yards - Corner Lots. On corner lots the side yard contiguous to the street shall not be less than twenty (20) feet in width and shall not be used for vehicular parking, except such portion as is devoted to driveway use for access to a garage.
 - E. Rear Yard. No dwelling shall be located on any lot nearer than twenty-five (25) feet to the rear lot line.
 - F. Variations. Variations from the above setback requirements may be made by the Architectural Committee where good cause for such action has been shown and if permitted by the City of Woods Cross.
4. Projection Into Yard. The following structures may be erected on, or project into, any required yard:
 - A. Fences and walls in conformance with paragraph V-17.
 - B. Landscape elements, including trees, shrubs, agricultural crops and other plants.
 - C. Necessary appurtenances for utility services.
5. Permissible Lot Coverage. That portion of the total lot area which may be covered by impervious material, i.e., material which is impenetrable by moisture, shall not exceed thirty (40) per cent, or

four thousand (4,000) square feet, whichever is smaller, without approval of the Architectural Committee. Such permissible area shall include accessory buildings, patios, driveways, etc.

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6. Architectural Styles. Dwelling styles, designs, alterations or additions will conform to standards determined by the Architectural Committee. In general, the committee strives to insure that architectural styles of MORNINGSIDE ESTATES residences will be compatible with the natural surroundings and will harmonize one with another. Styles will be evaluated with respect to their suitability as principal residences. Domed, earth-bermed, log, "A" frame or recreational (cabin type) dwellings are not acceptable.
7. Exterior Materials. Front exterior materials shall be limited to stone, brick, and stucco. Any variation from this requirement may be presented to the Architectural Committee for consideration. All exterior detailing must be fully executed, consistent with the architectural style. The Sides and Back of the home shall use stone, brick, stucco or vinyl siding. No Masonite T-111 or cinder block will be permitted. Aluminum may be used for soffits and fascia.
8. Colors. The intention is to insure that colors provide a pleasing appearance, both for individual dwellings and for the project as a whole. Earth tones indigenous to the area are preferred. Colors that would be unattractively conspicuous and therefore detract from the overall appearance of MORNINGSIDE ESTATES will be disapproved. All roof vent cap louvers, plumbing stacks, chimney flashing, down spouts, etc., are to be painted to match the color of the field, roof, or trim.
9. Roofs. Roof design shall be limited to a minimum 5/12 pitch. All roof designs shall include 12 inch minimum eaves around the entire home, except on full gables where a shorter overhang is more esthetic. No continuous sloping roof from front to back (shed type) will be allowed. All roofs must be hipped or gabled end or a combination of both. Roofing materials selected will be compatible with design, style, and colors of the earth-bermed, log, "A" frame or recreational (cabin type) roofs are not acceptable. Full rain gutters must be installed. No Aluminum or fiberglass roofing.
10. Construction Type. All construction to be of a conventional type. All outside walls must be at least eight (8) feet high. No earth-bermed or earth-covered housing is acceptable.
11. Construction Time Limitation. The construction of all structures shall be completed within a period of one (1) year following commencement of construction. Completion shall include finished roof, exterior masonry and trim, finished driveway, walkways, front yard landscaping, and a final inspection by Woods Cross City.
12. Screening Requirement Garbage and refuse containers, air conditioning equipment, clothes drying lines, etc., must be placed at the rear of the dwelling or located on the site in such a manner as not to be conspicuous from the frontage street. No evaporative coolers will be permitted.
13. Yard Lights. Any outside lights used to illuminate garages, patios, parking areas, or those used for other purposes, shall be so located that the light source cannot be seen from adjacent residences. Freestanding light fixtures located in a front yard shall receive the prior approval of the Architectural committee before being installed.
14. Damage to Adjacent Lots During Construction. Lot owners must exercise special care to insure that adjacent lots are not damaged during home construction. In this regard, destruction of curb, gutter, sidewalk and natural vegetation is of major concern. Moreover, careful attention must be given not to pile dirt and/or material on adjacent lots. In the event that such damage occurs, the responsible person(s) shall, within seventy-two (72) hours, take steps to repair the damage.

Failing this, the Architectural Committee shall take action to rectify the situation in accordance with remedies available to it and shall charge the responsible party (parties) for cost incurred.

15. Lot Cleanup and Trash Disposal. In order to prevent any building site from becoming an eyesore during construction, owners and/or contractors must comply with the following requirements: All garbage and waste material must be kept in a sufficiently large container to prevent blowing debris and unhealthy open accumulation. Containers should be emptied frequently. Cement trucks should be cleaned on the building site after delivery of concrete, not on the street, right-of-way, or adjacent lots. Care must be taken to avoid damaging asphalt paving, and other project improvements. Therefore, cement trucks and other heavy equipment must be used with proper precaution. Also, care must be exercised that such vehicles do not damage or otherwise interfere with natural or developed drainage patterns. Owners and/or contractors are liable for any damage to improvements and drainage systems caused by their negligence.
16. Accessory Buildings. Plans for the siting, design, and construction of accessory buildings shall be submitted to the Architectural Committee prior to commencement of construction. Such construction shall conform to Woods Cross City building codes and other applicable ordinances. Construction of all structures shall be completed within a period of one (1) year following commencement of construction. In side yards an accessory building may not be located closer than three (3) feet to any side property line. Accessory buildings shall not be located less than six (6) feet to the rear of any main building on the same lot, or the lot adjacent to the property line on which said building is being placed. Accessory structures shall have facilities of the discharge of all roof drainage onto the subject lot or parcel of land. In rear yards an accessory building may not be located closer than three (3) feet from the rear property line. The accessory structure shall provide facilities to retain all roof drainage on the property on which it is located. All accessory buildings to be one story no more than twenty (20) feet high. The front facing the street must match the main building. Siding must match the main buildings siding in earth tones.
17. Fences. No fencing of front yard is allowed, only back and side yards may be fenced, but no closer than twenty (20) feet to the street, unless approved by Architectural Committee. Chain link fences must have a top rail. Brick columns must match main building and no chains or gates between columns are allowed. As to type of material fences may be made of, see Architectural Committee. Fences, walls, hedges, etc. shall not exceed six (6) feet in height and not be any closer to street than the side yard setback. A masonry privacy wall may be erected upon approval, if said wall does not extend more than eighteen (18) feet into the required front yard, does not exceed more than six (6) feet in height, and does not extend closer to a side property line than the forward extension of the line of the required side yard. In no case shall such a privacy wall extend into the clear vision area of a corner lot as defined by the Architectural Committee, nor shall it be a sight distance hazard to vehicular or pedestrian traffic. No fencing will be installed within three (3) feet of a sidewalk.
18. Landscaping. Each owner shall maintain his lot in an attractive and safe manner so as not to detract from the project as a whole. All owners possessing vacant lots shall be responsible for keeping such lots clean in appearance and free from all refuse and potential fire hazards. No vacant lot shall be used for storage of any kind except during the construction period. If used during the pre-construction period, the lot shall be kept clean to the satisfaction of the Architectural Committee. Upon failure or neglect of any owner to remove rubbish, trash, weeds, or unsightly debris from his lot within ten (10) days after written notice to remove such has been mailed to him by the Architectural Committee, the Committee may cause the same to be removed and the individual lot owner shall be responsible for the reasonable expenses of such removal. Failure to pay such expenses shall result in a special charge against the lot owner's account and may result in a lien against said lot. All open areas between the front lot line and the rear line of the main buildings, except driveways, parking areas, walkways, utility areas, improved decks,

patios, porches, etc., shall be maintained with suitable landscaping of plants, shrubs, trees, grass and similar landscaping materials. Landscaping ought to take advantage of existing natural vegetation to the maximum extent. Front yard landscaping must be installed within 180 days of occupancy unless occupancy occurs between October 1 and April 1, in which case front yard landscaping must be completed by April 30. Within six months (180 days) of occupancy of any home, the homeowner must have substantially completed the landscaping of his lot. Such landscaping shall include, but not be limited to the preparation for and planting of lawn, grass or other appropriate ground cover and appropriate shrubbery and trees. In no case shall landscaping obstruct the clear vision area of a corner lot as defined by the Architectural Committee. Each property owner shall be responsible to insure that no erosion or water drainage shall take place on his lot that may adversely affect neighboring properties and/or streets. This means there shall be no interference with the established drainage patterns over any property unless adequate provision is made for proper drainage; such provision must be approved in advance by the Architectural Committee. The owner shall be totally responsible for compliance with applicable government laws and ordinances concerning drainage. In the usage above, "established drainage" is defined as the drainage which exists at the time overall grading of property is complete or which is shown on any plans approved by the Committee. Should any homeowner fail to comply with the provisions of this section, the Architectural Committee shall, after having given reasonable notice, proceed to exercise all remedies available to it in order to achieve compliance. Only lawn will be permitted in the park strips. No rocks, concrete, or shrubs will be allowed. At least two trees of at least 1 1/2 inch caliper must be planted in each lot's yard.

Effective Date. These covenants and any amendment hereof shall take effect upon being filed for record in the office of the County recorder of Davis County, Utah.

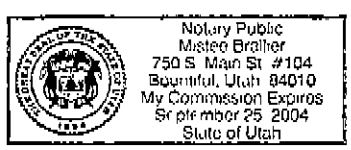
Dated this 8TH day of NOVEMBER, 2002.

Marvin A. Blossch
B & G, I, LLC
By: Marv Blossch, Co-Manager

[Signature]
B & G, I, LLC
By: Mark Green, Co-Manager

STATE OF UTAH)
COUNTY OF DAVIS)

The foregoing Subdivision Covenants and Restrictions were acknowledged before me this 8TH day of NOVEMBER, 2002 by Managers of B & G, I, LLC.



Mistee Brallier
NOTARY-PUBLIC

My Commission Expires 9.25.04

Effective Date. These covenants and any amendment hereof shall take effect upon being filed for record in the office of the County recorder of Davis County, Utah.

Dated this 18th day of November, 2002.

J. M. Rainey
Rainey Homes, Inc.

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STATE OF UTAH)

COUNTY OF Davis)

The foregoing Subdivision Covenants and Restrictions were acknowledged before me this 18 day of November, 2002 by Rainey Homes, Inc.

[Signature]
NOTARY PUBLIC

My Commission Expires _____

