

PROTECTIVE COVENANTS
ASPEN EAST SUBDIVISION #1 #2 AND #3
MARCH 28, 1966
DATED MARCH 11, 1966
BOOK 341 PAGE 73
INSTRUMENT #296981

PART A. PREAMBLE

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the undersigned are owners of the following described real estate located in Layton City Inc., Sates of Utah, to-wit:

Legal Description of Aspen East Subdivision
#1 #2 and #3

Beginning at a point N. 89° 23' W.
207.64 ft. and So. 0° 03' W. 416.66 -
from the N.E. corner of Section 21
T4N RLW, SIM; running thence N. 89°
23' W. 488.46 ft.; thence So. 59°
30' E. 893.6 ft.; thence So. 89° 23'
E. 130.12 ft.; thence N 0° 03' E.
933.7 ft. to the point of beginning.

according the the officail plat thereof.

PART B. RESIDENTIAL AREA COVENANTS

1. Land Use and Building Type. No lot shall be used except for residential purposes. 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 a private garage or carport for not more than two cars. All construction to be of new materials.

2. Architectural Control. No building shall be erected, placed, or altered on an 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, harmony of external design with existing structures, and as to location with respect to topograghy and finish grade elevation. 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. Approval shall be as provided in part C.

3. Dwelling Cost, Quality and Size. No dwelling shall be permitted on any lot at a cost of less than \$12,500.00 including lot based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwelling shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story dwelling, nor less than 950 square feet for a dwelling of more than one story.

4. Building Location.

(a) No building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 20 feet to any side street line.

(b) No building shall be located nearer than 8 feet to an interior lot line, except that a one-foot minimum side yard shall be required for a garage or other permitted accessory building located 35 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 20 feet to the rear lot line.

(c) For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

5. Lot Area and Width. No dwelling shall be erected or placed on any lot having a width of less than 67 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 7700 square feet, except that a dwelling may be erected or placed on all corner and cut-de-sac lots as shown on the recorded plat.

6. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot. 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, or which may change the direction of flow of drainage channels in the easements. 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 for which a public authority or utility company is responsible.

7. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No clothes drying or storage of any articles will be permitted in carports except in enclosed areas built and designed for such purposes.

8. Temporary Structures. No structure of an temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

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 one square foot, one sign of not more than five square feet advertising the property for sales or rent, or signs used by a builder to advertise the property during the construction and sales period.

10. Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

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

12. Sight Distance at intersections. No Fence, wall, hedge or shrub planting which abstracts 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 on any lot 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 prevent abstraction of such sight lines.

PART C. ARCHITECTURAL CONTROL COMMITTEE

1. Membership. The Architectural Control Committee is composed of Ver1 O'Brian, Robert D. Klein, and Vaughn A. Fowler. 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. Neither the members services performed pursuant to this covenant. At any time, the then record 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 tis powers and duties.

2. Procedure. The committee's approval or disapproval as required in these covenants shall be in writing. 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 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.

PART D. GENERAL PROVISIONS

1. Term. 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 thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended fro successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to changs said covenants in whole or in part.

2. Enforcement. Enforcement shall be by proceedings at law or in equity against any person or persons violationg or attempting to violate any covenant either to restrain violation or to recover damages.

3. Severability. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

PART E.

1. Screen Planting. Trees or other plants initially provided and planted by the sponsor in the rear 5' of each lot that abutts the Church property shall be continuously protected, maintained and replaced by the Architectural Control Committee or its designated representative as provided above.

2. Planting. Trees or other plants initially provided and planted by the Sponsor on each lot in the subdivision (s) located as shown on the individual plot plans shall be continuously protected, maintained and replaced by the then owners of record at his expences. Administration of this restriction shall be by the Architectural Control Committee or it designated representative as provided above.
