

DECLARATION OF RESERVATIONS AND RESTRICTIVE COVENANTS FOR

EASTWOOD SUBDIVISION NO. 10

WEBER COUNTY, STATE OF UTAH

FILED IN

797365

KNOW ALL MEN BY THESE PRESENTS:

THAT WMS Development Corporation, a Utah corporation, hereinafter sometimes referred to as the "Declarant", is the owner and subdivider of the following described property (herein referred to as the "Subject Property") in Heber County, State of Utah, to-wit:

lots 1 through 35, inclusive, of Eastwood Subdivision No. 10, according to the official plat thereof, Weber County, State of Utah

NOW, THEREFORE, said owner hereby declares that all of the property described above is held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied, and improved as separate parcels of land subject to the following limitations, restrictions and covenants, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement, sale and occupancy of the subject property; and are established and agreed upon for the purposes of enhancing and protecting the value, desirability and attractiveness of the subject property and every part thereof. The acceptance of any deed or conveyance thereof by the grantee or grantees therein, and their heirs, executors, administrators, successors and assigns, shall constitute their covenant and agreement with the undersigned and with each other to accept and hold the subject property described or conveyed in or by such deed or conveyance, subject to said covenants and restrictions, as follows, to-wit:

ARTICLE I - GENERAL RESTRICTIONS

1. LAND USED AND BUILDING TYPE: No portion of the subject property shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any portion of the subject property, other than a one single-family living unit not to exceed two stories in height (from the highest ground level of the lot), with a private garage for not more than three vehicles. "Family" is defined to mean persons related by blood or marriage or by legal adoption.

2. ARCHITECTURAL CONTROL: No building, landscaping, grading, fence, wall, swimming pool or other structure, shall be commenced, erected, placed or

altered on the subject property nor shall any re-painting be done, without the prior written approval of the architectural control committee and without full compliance with the provisions of Article III of these covenants. All buildings, changes, alterations and additions on the subject property shall be made in a workmanlike manner and shall be architecturally compatible with the rest of the subject property.

3. BUILDING SIZE: All residential buildings on the subject property shall comply with the following minimum habitable floor areas, exclusive of porches, decks and garages:

(a) One story structures, with or without basements shall have a minimum habitable floor space of 1,500 square feet on the main floor.

(b) Split level structures shall have a total habitable floor space of 1,800 square feet; and no floor shall be more than four (4) feet below the outside grade.

(c) Two story structures shall have a minimum habitable floor space of 1,300 square feet on the main floor.

4. BUILDING LOCATION:

(a) No structure shall be located on any lot nearer to the front lot line than thirty (30) feet or nearer to the side street than twenty (20) feet.

(b) No residential structure or garage shall be located nearer than ten (10) feet to an interior lot line or rear lot line; and the total distance between a residential structure and two (2) interior side lot lines shall not be less than twenty-four (24) feet.

(c) No non-residential structure, not a garage, shall be located on any lot nearer to a side lot line than twenty (20) feet.

(c) Notwithstanding any other provision herein to the contrary, a non-residential structure or garage which is located at least six (6) feet from a residential structure on the lot and at least sixty (60) feet from the front street line and a side street line, may be located no more than one (1) foot from a side lot line; provided, further, that no such structure shall be located closer than ten (10) feet to any residential structure on any other lot.

(e) For the purposes of this paragraph 4, 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 structure on a lot to encroach upon any other lot.

5. NUISANCES: No noxious or offensive activity shall be carried on upon the subject property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to any owner of a portion of the subject property.

6. CONSTRUCTION TIME FOLLOWING PURCHASE: The grantee or grantees of any building lot within the subject property shall, within thirty-six (36) months from the purchase date of said lot, commence construction or landscaping upon the first fifty (50) foot frontage of the purchased lot, and having commenced construction upon said property shall continue therewith and have a residential structure upon such lot ready for occupancy within twelve (12) months from the date construction is commenced. In the event a residence is not constructed in accordance with the above terms and time allotted and is not completed within the term specified, the grantors of such lots, their heirs, devisees or assignees shall have the exclusive option to buy said lot for the sum initially paid by the grantee in purchase of such lot. Any construction of any structure on the subject property shall be continued diligently and completed within a reasonable time.

7. TEMPORARY AND OTHER STRUCTURES: No structures of a temporary nature, trailer, basement house, tent, shack, garage, barn or other outbuildings shall be used at any time as a residence either temporarily or permanently, nor shall said structures be permitted on the subject property at any time. No garage shall be permitted on any lot except a garage which is an integral part of the residence the garage is intended to serve. No old or second-hand structures shall be moved onto any of the subject property, it being the intention hereof that all dwellings and other buildings to be erected on the subject property shall be new construction, architecturally compatible and of good quality workmanship and materials.

8. LIGHTS, POLES AND EXTERIOR FIXTURES: No yard lights or exterior lights, mail boxes, window shades, awnings, planters, window guards, antennas, light fixtures, fans, air conditioning devices, or other similar items shall be installed outside the interior of any building on the subject property without the prior written consent of the architectural control committee; nor may any lighting device be installed or maintained on the subject property which causes an intensity or glare offensive to, or interfering with, any owners or residents of a portion of the subject property.

9. SIGNS: No billboard of any character shall be erected, posted, painted or displayed upon or about the subject property, except for any sign

reading "Eastwood Subdivision No. 10." No sign, except "For Sale" or "For Lease" signs of customary and reasonable dimensions and design, shall be erected or displayed upon or about the subject property unless and until the form, dimensions and design of said sign have been submitted to and approved by the architectural control committee. The architectural control committee shall have authority to remove "For Sale" and "For Lease" signs determined by it to be contrary to customary and reasonable dimensions and/or designs.

10. BUSINESS OR COMMERCIAL ACTIVITIES: No commercial or business activities of any nature shall be engaged in or conducted on the subject property.

11. ANIMALS, LIVESTOCK AND POULTRY: No animals, livestock, or poultry of any kind shall be raised, bred, or kept on the subject property, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose, and provided they do not become an annoyance or nuisance, for any reason, to any owner or resident of a portion of the subject property. Such animals as are permitted shall be strictly controlled and kept pursuant to Weber County ordinances.

12. SANITATION AND HEALTH: No portion of the subject property shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Such trash, rubbish, garbage or other waste shall not be kept, except in sanitary containers. No rubbish, trash, papers, junk or debris shall be burned upon the subject property except that trash may be burned inside homes that are properly equipped with non-offensive inside incinerator units. Each portion of the subject property shall be kept free of trash, refuse, weeds, underbrush and unsightly growths by the owner of such portion of the subject property. No person shall allow any unsightly, unsafe or dangerous conditions to exist on the subject property.

13. WATER SUPPLY: No individual water-supply system shall be used or permitted to be used on the subject property unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the Utah State Health Department. Approval of such system as installed shall be obtained from such authority.

14. SIGHT DISTANCE AT INTERSECTIONS AND CORNERS: No fence, wall, hedge, or shrub planting which obstructs sightlines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any portion of the subject property, at street corners or curves within the triangular area formed by the front and side lines of such portion of the subject

property. Sightline limitations shall apply on any portion of the subject property within ten (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 or obstructions of such sightlines.

15. OVERNIGHT PARKING: With the exception of passenger automobiles and light-duty trucks, no vehicle of any kind including, but not limited to trucks, buses, tractors, trailers, camping vehicles, boats, boat trailers, snowmobiles, mobile homes, two and three-wheel motor vehicles or other wheeled vehicles shall be permitted to be parked on the subject property except in a closed garage or off-street parking facility hidden from public view and approved by the architectural control committee.

16. LANDSCAPING: The owner of any residence on the subject property, must have substantially completed the landscaping of his portion of the subject property within a reasonable time, and all landscaping is subject to prior approval by the architectural control committee. The native growth of the subject property shall not be removed or destroyed, except by written approval by the architectural control committee.

Upon approval and/or completion of the landscaping plan pursuant to this section, no healthy tree shall be removed, nor other major landscaping change be made, without approval of the architectural control committee. However, notwithstanding this section, all diseased trees and bushes must be removed by the owner within a reasonable time after the diseased condition is discovered.

17. FENCES AND ENCLOSURES: In order to maintain, as nearly as possible, the natural surroundings of the subject property, no walls, fences or enclosures marking any boundary lines between lots shall be permitted. Other fences, walls, enclosures may, upon written approval of the architectural control committee, be erected for purposes of privacy, protection and enclosure of pets.

18. SUBDIVISIONS: No owner of any lot within the subject property shall at any time be permitted to subdivide such lot into two or more sublots less in square foot area than the area of the lot at the time of its initial purchase.

ARTICLE II - EASEMENTS

1. Easements for installation and maintenance of utilities and draining facilities, and all other easements are reserved as shown on the recorded plat.

2. (a) Wherever sanitary sewer house connections, water house connections, electricity, gas, telephone and cable television lines or drainage facilities are installed within the subject property, the owners of any lot served by said connections, lines or facilities shall have the right, and are hereby granted an easement to the full extent necessary therefor, to enter upon the lots owned by others, or to have utility companies enter upon the lots owned by others, in or upon which said connections, lines or facilities, or any portion thereof lie, to repair, replace and generally maintain said connections as when the same may be necessary as set forth below.

(b) Wherever sanitary sewer house connections, water house connections, electricity, gas, telephone or cable television lines or drainage facilities are installed within the subject property, which connections serve more than one (1) lot, the owner of each lot served by said connections shall be entitled to the full use and enjoyment of such portions of said connections as service his lot.

ARTICLE III - DURATION, ENFORCEMENT, AMENDMENT

1. DURATION OF RESTRICTIONS: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until November 1, 2000, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the subject property has been recorded, agreeing to change said covenants in whole or in part.

2. ENFORCEMENT: The owner or owners of any portion of the subject property, and/or the architectural control committee, shall be entitled to prosecute any proceeding, at law or equity, against any person, firm, corporation or party violating, attempting or threatening to violate any of the covenants and restrictions contained herein and to enforce, restrain, enjoin and/or collect damages for such violation or attempted or threatened violation. Failure by the architectural control committee, the Declarant executing these conditions, covenants and reservations or any property owner, or their legal representative, heirs, successors or assigns to enforce any of said covenants or restrictions shall in no event be deemed a waiver of the right to do so thereafter. Any and all remedies specified herein shall be deemed cumulative and not exclusive.

3. CONSTRUCTION AND VALIDITY OF RESTRICTIONS: All of said conditions, covenants and reservations contained in this declaration shall be construed together, but if it shall at any time be held that any one of said conditions, covenants, or reservations, or any part thereof, is invalid, or for any reason becomes unenforceable, no other condition, covenant, or reservation, or any part thereof, shall be thereby affected or impaired; and the Declarant and the owners of the subject property, their successors, heirs, and/or assigns shall be bound by each article, section, subsection, paragraph, sentence, clause and phrase of this declaration, irrespective of the fact that any article, section, subsection, paragraph, sentence, clause or phrase be declared invalid or inoperative or for any reason becomes unenforceable.

4. ARCHITECTURAL CONTROL COMMITTEE: The architectural control committee which is vested with the powers described herein shall initially consist of at least one (1) and not more than three (3) persons appointed by the undersigned Declarant. Prior to the commencement of any excavations, construction, remodeling or alteration to any structure theretofore completed, there shall first be filed with the architectural control committee one (1) complete set of plans and specifications for such excavation, construction, remodeling or alteration, together with a block or plat plan indicating the exact part of the subject property the improvement will cover, and said work shall not commence unless the architectural control committee shall endorse said plans as being in compliance with these covenants and are otherwise approved by the committee. The architectural control committee shall have the right to refuse to approve any such plans and specifications which, in the committee's discretion, are not desirable, and in so passing upon them the architectural control committee shall have the right to take into consideration the suitability of any proposed excavation, construction, remodeling or alteration and of the materials to be included, the harmony and effect thereof with the surroundings and the effect thereof on the outlook from the adjacent or neighboring property. The architectural control committee shall promulgate and maintain a list of standards for guidance in approving or disapproving plans and specifications pursuant to this section. In the event said committee fails to approve or disapprove in writing said plans within fifteen (15) days after their submission, then said approval shall not be required.

No member of the architectural control committee shall be entitled to any compensation for services performed pursuant to these covenants and restrictions.

At any time, the then record owners of a majority of the subject property shall have the power through a duly recorded written instrument to change the membership of the architectural control committee or to withdraw from the architectural control committee or restore to it any of its powers and duties.

In the event of the death or resignation or the refusal or inability to act of any member of such committee the remaining members shall have full authority to approve or disapprove such plans and specifications and to designate and appoint a successor member of such committee to fill any such vacancy with like authority.

The architectural control committee shall have the power and authority to take such action as it deems necessary to keep any portion of the subject property and exterior of any structure maintained so that the same complies with the provisions of these covenants and restrictions. In this connection, the committee may notify any owner of a portion of the subject property of any violation hereunder, and after due notice, if the owner fails to correct such violation, then in such event the architectural control committee shall cause the necessary corrections to be made and compliance hereunder to be effected, and the cost and expenses thereof shall constitute a lien against such real property affected and shall also be the personal obligation of the owner of said property. The architectural control committee shall have the right to foreclose its lien against the said real property in the manner and nature that mechanics liens are foreclosed and shall also have an action at law against the owner for the amount involved.

5. ASSIGNMENT AND RESERVATION OF POWERS: Any and all rights and powers of the undersigned Declarant herein contained may be delegated, transferred or assigned. Wherever the term "Declarant" is used herein, it includes assigns or successors-in-interest of the Declarant.

6. CONSENTS: The Declarant has obtained the acknowledgment and consent to these protective covenants of all third-party living unit owners, and all parties possessing liens affecting any portion of the subject property; and all such consents are attached hereto and by this reference are made a part hereof.

IN WITNESS WHEREOF, the parties hereto have executed these covenants and restrictions the 27th day of November, 1979.

WMS DEVELOPMENT CORPORATION
A Utah Corporation,

By *M. LeRoy Mecham*
Its President

STATE OF UTAH,
COUNTY OF WEBER, ss:

On the 29th day of November, 1979, personally
appeared before me M. LeRoy Mecham, who being by
me first duly sworn did depose and say: That he is the President
of WMS DEVELOPMENT CORPORATION, a Utah corporation, that he has read and knows
the contents of the above and foregoing instrument, and that the same was
executed by him on behalf of said corporation by authority of a Resolution of
its Board of Directors.

Blair Hadley *Blair Hadley*
NOTARY PUBLIC
Residing in Ogden, Utah

My commission expires:
9-14-83