

SUMMER HAZE UNITS 1 & 2

THE PROTECTIVE COVENANTS OF SUMMER HAZE, UNITS 1 & 2, LOTS 1-41 INCLUSIVE, LAYTON CITY, DAVIS COUNTY, UTAH, DATED SEPT. 25, 1987.

210 LOTS 1-25 211 LOTS 26-41

1. ALL LOTS IN THE TRACT SHALL BE KNOWN AND DESCRIBED AS RESIDENTIAL LOTS FOR A DETACHED SINGLE FAMILY DWELLING NOT TO EXCEED TWO STORIES IN HEIGHT AND A PRIVATE 2 OR MORE CAR GARAGE.

2. NO BUILDING SHALL BE ERECTED, ALTERED OR PLACED 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 THE QUALITY OF WORKMANSHIP AND MATERIALS, HARMONY OF EXTERNAL DESIGN WITH EXISTING HOMES AND AS TO LOCATION WITH RESPECT TO TOPOGRAPHY AND FINISH ELEVATION.

THE ARCHITECTURAL CONTROL COMMITTEE, (THE COMMITTEE), INITIALLY IS COMPOSED OF THREE INDIVIDUALS, DANNY BRIDENSTINE, DOUGLAS DURBANO, AND KEVIN GARN. A MAJORITY OF THE COMMITTEE MAY DESIGNATE A REPRESENTATIVE TO ACT FOR THE COMMITTEE. THE MEMBERS SHALL HAVE FULL AUTHORITY TO DESIGNATE THEIR SUCCESSOR. NEITHER THE MEMBERS OF THE COMMITTEE NOR ITS DESIGNATED REPRESENTATIVE SHALL BE ENTITLED TO ANY COMPENSATION FOR SERVICES PERFORMED PURSUANT TO THIS COVENANT, OTHER THAN A PLAN CHECK FEE. 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 A DULY RECORDED WRITTEN INSTRUMENT, TO CHANGE THE MEMBERSHIP OF THE COMMITTEE OR WITH DRAW FROM THE COMMITTEE OR RESTORE TO IT ANY OF ITS POWERS AND DUTIES, AND TO AMEND, CHANGE OR ALTER THESE PROTECTIVE COVENANTS.

4. ALL PLANS AND SPECIFICATIONS MUST BE APPROVED BY THE COMMITTEE PRIOR TO STARTING CONSTRUCTION. TWO COMPLETE SETS OF PLANS SHALL BE SUBMITTED TO THE COMMITTEE ALONG WITH THE PLAN REVIEW FEE 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 BEEN COMMENCED WITHIN THE 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.

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5. ALL DWELLINGS SHALL BE SET BACK AT LEAST 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 25 FEET, EXCEPT THAT HOMES LOCATED ON CORNER LOTS SHALL BE REQUIRED TO HAVE A REAR YARD OF NOT LESS THAN 20 FEET. FOR THE PURPOSE OF THESE COVENANTS, EAVES, STEPS AND OPEN PORCHES SHALL NOT BE CONSIDERED AS PART OF THE BUILDING TO DETERMINE SETBACKS. A DETACHED GARAGE OR OTHER PERMITTED ACCESSORY BUILDING MUST BE LOCATED 40 FEET OR MORE FROM THE SET BACK LINE, AND SHALL HAVE A MINIMUM SIDE YARD OF NOT LESS THAN 1 FOOT.

6. 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 1600 SQUARE FEET FOR ONE STORY DWELLING, NOR LESS THAN 2300 SQUARE FEET FOR A DWELLING OF MORE THAN ONE STORY. A SPLIT ENTRY OR BI-LEVEL DWELLING WITH GARAGE UNDER MUST EXCEED 2100 SQUARE FEET ON MAIN LEVELS. THE CONSTRUCTION MATERIALS FOR EACH HOME SHALL BE OF SUPERIOR QUALITY.

7. NO BUILDING SHALL BE ERECTED OR PLACED ON ANY LOT HAVING LESS THAN 80% BRICK OR NATIVE STONE WITH SIDING, OR 30% MINIMUM BRICK-OR NATIVE STONE WITH THE BALANCE BEING STUCCO. OTHER EXTERIOR MATERIALS MUST BE APPROVED BY THE COMMITTEE. ALUMINUM WILL BE ALLOWED ONLY IN SOFFIT AND FACIA AREAS. ROOFING MATERIALS SHALL BE CEDER SHAKE OR BARTILE.

8. NO BUILDING SHALL BE ERECTED OR PLACED ON ANY LOT HAVING AN AREA OF LESS THAN 10,000 SQUARE FEET.

9. NO NOXIOUS OR OFFENSIVE ACTIVITY SHALL BE CARRIED ON UPON ANY LOT, NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BE OR BECOME ANY ANNOYANCE OR NUISANCE THE NEIGHBORHOOD. NO CLOTHES DRYING OR STORAGE OF ANY 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 AND CONCEALED FROM FRONT OF STREET. 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 AND TO BE PLACED IN THE ATTIC OUT OF VIEW. SATELLITE DISHES, ETC., TO BE HIDDEN FROM VIEW FROM THE STREET.

10. NO STRUCTURE OF TEMPORARY CHARACTER, TRAILER, BASEMENT, TENT, SHACK, GARAGE, BARN OR OTHER OUTBUILDINGS SHALL BE USED ON ANY LOT AT ANY TIME AS A RESIDENCE, EITHER TEMPORARILY OR PERMANENTLY, EXCEPTION: TEMPORARY CONSTRUCTION OFFICE.

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11. 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, WIRES 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 CONVENIENCE TO 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 SO RESERVE ANY OR ALL OF THE LOTS SHOWN ON SAID MAP. NO STRUCTURES OF ANY KIND SHALL BE ERECTED OVER ANY OF SUCH EASEMENTS EXCEPT UPON WRITTEN PERMISSION OF THE OWNER OF THE EASEMENT, THEIR SUCCESSORS OR ASSIGNS.

12. 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 SALE OR RENT, OR SIGNS USED BY A BUILDER TO ADVERTISE DURING THE CONSTRUCTION AND SALES PERIOD.

13. 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 A CLEAN AND SANITARY CONDITION. EACH LOT, AND ITS ABUTTING STREET, ARE TO BE 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 THIS SUBDIVISION.

14. 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.

15. NO FENCE, WALL, HEDGE OR SHRUB PLANTING WHICH OBSTRUCT 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 20 FEET FROM THE INTERSECTION OF THE STREET LINES, OR IN THE CASE OF A ROUNDED PROPERTY CORNER FROM THE INTERSECTION OF THE STREET 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 OBSTRUCTION OF SUCH SIGHT LINES.

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16. NO OIL DRILLING, OIL DEVELOPMENT OPERATIONS, OIL REFINING, QUARRYING OR MINIMUM 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.

17. 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.

18. 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 THESE COVENANTS ARE RECORDED, AFTER WHICH TIME SAID COVENANTS 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 SHALL BE BY PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY COVENANTS EITHER TO RESTRAIN HIM OR THEM FROM SO DOING, OR TO RECOVER DAMAGES THEREOF. INVALIDATION OF ANY ONE OF THESE COVENANTS BY JUDGMENT OR COURT ORDER SHALL IN NO WAY AFFECT ANY OF THE OTHER PROVISIONS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT. ENFORCEMENT SHALL BE BY HOMEOWNERS WHO HAVE PURCHASES LOTS IN SAID SUBDIVISION AND BUILT HOMES ON THEM. THE DEVELOPER AND OR ARCHITECT 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 ATTORNEYS FEES AND COSTS FOR THE ENFORCEMENT OF THESE COVENANTS.

DATED THIS 25TH DAY OF SEPT 1987.

U.S. West Development  
BY: *[Signature]*  
HARRY BRIDENSTINE President

*[Signature]* Sec.  
NEIL WALL Secretary

*[Signature]*  
RAMONA H. GAILEY

*[Signature]*  
FRANK L. HART  
SUMMERHAYES DEVELOPMENT INC.  
*[Signature]* Pres.  
fka PROVO MUSIC CENTER, INC.  
BY: BRIANT H. SUMMERHAYES President

STATE OF UTAH )  
COUNTY OF DAVIS )

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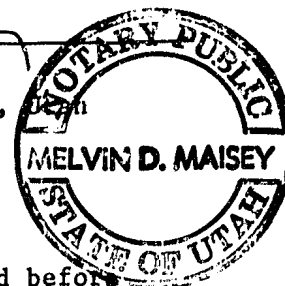
On the 30th day of September, 1987, A.D., personally appeared before me DANNY BRIDENSTINE and NEIL WALL, who being by me duly sworn, did say, each for himself, that he, the said DANNY BRIDENSTINE is the president, and he, the said NEIL WALL is the secretary of U.S. WEST DEVELOPMENT INC. Company, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors, and said DANNY BRIDENSTINE and NEIL WALL each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of the said corporation.

  
NOTARY PUBLIC

Residing at: Kaysville, Utah

My Commission Expires: 5-15-88

STATE OF UTAH )  
COUNTY OF DAVIS )



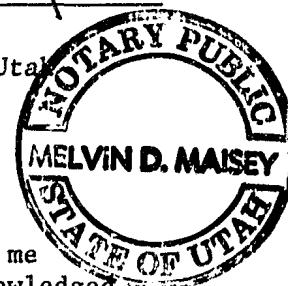
On the 30th day of September, 1987, A.D., personally appeared before me BRIANT H. SUMMERHAYES, who being by me duly sworn, did say, each for himself, that he, the said BRIANT H. SUMMERHAYES is the president of SUMMERHAYES DEVELOPMENT INC. fka PROVO MUSIC CENTER, INC. Company, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors, and said BRIANT H. SUMMERHAYES each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of the said corporation.

  
NOTARY PUBLIC

Residing at: Kaysville, Utah

My Commission Expires: 5-15-88

STATE OF UTAH )  
COUNTY OF DAVIS )



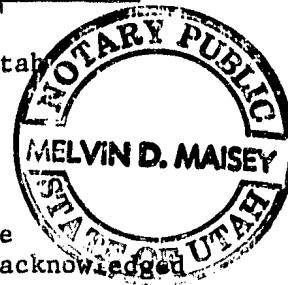
On the 30th day of September, 1987, personally appeared before me FRANK L. HART, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

  
NOTARY PUBLIC

Residing at: Kaysville, Utah

My Commission Expires: 5-15-88

STATE OF UTAH )  
COUNTY OF DAVIS )



On the 1st day of October, 1987, personally appeared before me ROMANA H. GALLEY, the signer of the foregoing instrument, who duly acknowledged to me that she executed the same.

  
NOTARY PUBLIC

Residing at: Kaysville, Utah

My Commission Expires: 5-15-88

