

COVENANTS, CONDITIONS AND RESTRICTIONS  
HEATHER HILLS SUBDIVISION #III  
DATED: NOVEMBER 7, 1975  
RECORDED: NOVEMBER 10, 1975  
INSTRUMENT NO.: 422646  
BOOK: 583 PAGE: 151

C O V E N A N T S

THIS DECLARATION, made on the date hereinafter set forth by THE KIER CORPORATION, a Utah corporation, hereinafter referred to as Declarant.

WITNESSETH:

WHEREAS, Declarant is owner of the hereinafter real property situated in East Layton, Davis County, Utah, and more particularly described as HEATHER HILLS SUBDIVISION #III according to the plat thereof, as recorded in the office of the County Recorder of said County.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed, subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property. These covenants, easements, restrictions and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described properties, or any part thereof, and shall inure to the benefit and limit of each owner and all future owners thereof.

RESIDENTIAL AREA COVENANTS

1. All of said lots shall be known and described as residential lots. No structure shall be erected, placed or maintained upon any lot of said subdivision other than one single family dwelling, not to exceed two stories in height and a private attached or detached carport or garage for not more than three cars, and tool and storage shelters.
2. No building or carport shall be located on any of said lots of said subdivision other than as provided in the accepted plan of this subdivision.
3. 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.
4. 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 harmony of external design with existing structures, and as to location with respect to topography 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 B.

5. No dwelling shall be erected or placed on any lot having a width of less than 75 feet at the minimum building set-back line nor shall any dwelling be erected or placed on any lot having an area of less than 8,000 square feet.

6. No dwelling shall be permitted on any lot at a cost of less than \$10,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to insure that all dwellings shall be of a quality 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 open porches and garages, shall be not less than 900 square feet.

7. BUILDING LOCATION.

(a) No building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 30 feet to any side street line.

(b) No building shall be located nearer than 8 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 45 feet or more from the minimum building setback line. No dwelling shall be located on an interior lot nearer than 25 feet to the rear lot line.

(c) For the purposes of this covenant, caves, 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.

8. 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, 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 in those improvements for which a public authority or utility company is responsible.

9. No yard light supported by a pole or other supporting device shall be installed on any residential building or lot without the prior approval of the Architectural Control Committee. Nor may any light be installed and maintained on any lot or street area which is so located as to be, or the intensity of, or glare from which is, substantially offensive to the senses or which materially interferes with the view available to owners of the other lots in the subdivision.

10. No sign shall be permitted to obstruct the view on any lot, except one professional sign of not more than one square foot,

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

11. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 5 feet above the roadways shall be placed 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 case of rounded property corner from the intersection of the street lines or in case of rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

12. No structure, planting or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with established slope ratios, created erosion or sliding problems, or which may change the direction of flow of drainage channels or obstruct or retard the flow of water through drainage channels. The slope control areas of each lot and all improvements in them shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

13. 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 and are restricted to the owner's premises or on leashes under handler's control.

14. 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. Each lot and its abutting street are to be kept free of trash, weeds and other refuse by the lot owner. No unsightly materials or other objects are to be stored on lot in view of the general public.

15. Trees, lawns, shrubs, or other planting provided by the developer shall be properly nurtured and maintained or replaced at the property owner's expense upon request of the Architectural Control Committee.

16. No oil drilling, oil development operations, oil refining, quarrying or mining 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.

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17. 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.

#### ARCHITECTURAL CONTROL COMMITTEE

1. 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 of the committee shall have full authority to select a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for 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 to withdraw from the committee or restore to it any of its powers and duties. The Architectural Control Committee is composed of:

JAMES E. KIER  
5473 So. 850 E.  
South Ogden, Utah

NORMA ANN KIER  
5473 So. 850 E.  
South Ogden, Utah

LAVAR E. STARK  
2848 Buchanan Ave.  
Ogden, Utah

2. 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.

#### GENERAL PROVISIONS

1. 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 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, agreeing to change said covenants in whole or in part.

2. That if the undersigned or any persons, firms, corporations or parties to whom the undersigned may convey said premises, or any part thereof, or who may derive their title thereto from the undersigned or their heirs, administrators, executors, successors, or assigns, shall violate any of the restrictions or covenants contained herein it shall be lawful for any person, firm, corporation or party, or any one or more of them, then owning any part of the real property situated within the boundaries of the premises hereinabove described to prosecute any proceeding or suit, at law or in equity, against the person, firm, corporation or party, or any one or more of them violating, attempting or about

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to vioalte any of the restrictions and covenants contained herein and to restrains, enjoin or otherwise prevent him or them from so doing and to recover any damages, or toher dues for such violation or attempted violation.

3. The envalidation of any of the restrictions or covenants contained herein by lawful order or judgment or any Court having jurisdiction shall in no wise effect or invalidate any of the other restricitons or covenants contained herein, but the same shall remain in full force and effect .

IN WITNESS WHEREOF, the undersigned being the Declarant herein, has hereunto set its hand and seal this 4th day of November, 1975.