

PAGE () INDEX () ABSTRACT () PLAT () CHECK ()

DECLARATION OF PROTECTIVE COVENANTS

FOR 00193604 Bk00346 Pg00058-0006
 TIMP MEADOWS NORTH ESTATES
 PHASES 1 AND 2 WASATCH CO RECORDER-ELIZABETH M PARCEL
 1997 APR 11 11:52 AM FEE \$139.00 BY T
 REQUEST: FIRST AMERICAN TITLE COMPANY

- 1) GENERAL PURPOSES: These covenants are made for the purpose of creating and keeping the subdivision, insofar as possible, desirable, attractive, beneficial and suitable in architectural design, materials and appearances; and guarding against unnecessary interference with the natural beauty of the subdivision; all for the mutual benefit and protection of the owners of lots in the subdivision.
- 2) TEMPORARY BUILDINGS: No building of a temporary nature or trailer, camper, or overnight camping shall be permitted to be erected or placed upon the property without written permission of the Environmental Architectural Design and Construction Control Committee hereinafter referred to as Committee.
- 3) ANIMALS: 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 purposes. Any exception, if any, must be made with the written consent of the Committee.
- 4) RESIDENTIAL USE: No building shall be used for any purpose other than residential except as permitted by the regulations of the Committee. No lot shall be used for any purpose except single dwelling residential units and no lot shall be used as a trailer park, camping site or the like.
- 5) ENVIRONMENTAL ARCHITECTURAL DESIGN AND CONSTRUCTION CONTROL COMMITTEE: S. Y. and Betty Kimball and Jeff and Tracy Kimball are hereby designated and appointed as the Environmental Architectural Design and Construction Control Committee. Replacements shall be by unanimous decision by the remaining members. All decisions of the committee shall be by unanimous approval provided, however, that approval shall not be withheld arbitrarily, capriciously or in any manner so as to limit or restrict the development of said subdivision so long as said development is in keeping with the general surroundings, the architectural design and standards all as more particularly hereinafter defined.
- 6) APPROVAL OF CONSTRUCTION PLANS: All plans and specifications for any structure or improvement whatsoever to be erected on or moved upon or to any lot, and proposed location thereof on any lot or lots, the construction material, the roofs and exterior color schemes, and later changes or additions after initial approval thereof and remodeling, reconstruction, alterations, or additions thereto on any lot shall be subject to and shall require the approval in writing of the Committee before work is commenced.

A complete set of plans and specifications of any proposed improvement including plot plan showing the location of the improvements upon any lot together with the proposed construction materials, color scheme for roofs and exterior and proposed landscaping shall be submitted to the Committee for approval or disapproval.

The Committee shall approve or disapprove plans, specifications and details within twenty (20) days of the receipt of said plans. The Committee shall have the right to disapprove any plans, specifications or details submitted to it in the event the same are not in accordance with all of the provisions of these restrictions; if the design or color scheme of the proposed building or other structure is not in harmony with the general surroundings of such lot or with the adjacent buildings or structures; if the plans and specifications submitted are incomplete; or in the event the Committee deems the plans, specifications or details, or any part thereof to be contrary to the interests, welfare or rights of all or any part of the real property subject hereto, or the owner thereof, said plans may be disapproved. The decisions of the Committee shall be

final.

The Committee shall not be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications.

The Committee shall have the authority to amend the regulations as to height, architectural plan and design and size requirements for all dwellings, fences and walls, etc.

7) INITIAL ARCHITECTURAL REGULATIONS:

(a) Signs: No signs, billboards or advertising of any nature shall be erected, placed, displayed or maintained on any part of the property herein described, nor in or on any building erected thereon without the express written prior approval of the Committee.

(b) Fences: No fences shall be permitted having a height of more than six (6) feet without the express written approval of the Committee.

(c) Homes: No main rambler type residential structure shall be permitted on any building site covered by these covenants, with the finished habitable enclosed main floor area of which is less than 1000 square feet on lots with less than 100 foot frontage and 1200 square feet on lots with 100 foot or larger frontages. (If the floor plan is a split level, the main and upper level combined will be considered the main level) If the floor plan is two story, the main level square footage must be at least 950 square feet, and the combined square footage of the main and upper level must be at least 1400 finished habitable square feet. No structure shall be built upon any unit of land with a height exceeding two stories above the existing ground elevations. Each structure shall have no less than a double car enclosed garage.

(d) Multiple Dwellings: No duplex or other multiple dwelling shall be constructed on any lot.

(e) Construction: No prefabricated, mobile, or modular homes or other constructions shall be permitted without unanimous approval of the Committee.

(f) Storage: There shall be no boats, trailers, campers, building materials, snowmobiles or similar vehicles and commonly stored materials located on any lot for more than 24 hours except where enclosed within a storage facility approved by the Committee except said recreation vehicles may be located on the lot no less than 65 feet from the street upon which the lot fronts.

(g) Landscaping: Reasonable landscaping shall be completed at all street facing yards within one year of home completion.

(h) Exterior: Every resident dwelling shall have no less than 25% brick or stone on exterior facing the street. Corner lots must have at least 25% brick or stone on the two sides facing the street.

8. CLEAN-UP: The Grantors shall have the right to enter upon the land of another to clean, repair or remove debris, weeds and other unsightly objects at the expense of the owner, provided, however, that the owner shall first receive written notice affording twenty (20) days opportunity to clear, repair or remove the same. The owner by the acceptance of these declarations specifically agrees that on any resale, the new purchaser as a condition thereof shall execute and agree to the terms hereof. The owner specifically agrees that in the event the Grantors are compelled to enforce the terms hereof in Court or otherwise, that the owner shall pay all costs arising from his default or failure to abide by all the terms and conditions imposed including reasonable attorney's fee.

If any of these restrictions, covenants and conditions or parts thereof are waived by the Grantors, the Committee or / are adjudicated illegal and / or void, such waiver or ruling shall not effect any of the balance of the covenants, conditions and restrictions and they shall remain in full force and effect.

TIMP MEADOWS NORTH PHASE I, LOTS 1 thru 56 and TIMP MEADOWS NORTH PHASE II, LOTS 57 thru 126, a subdivision, according to the Official plat thereof, on file and of record in the Office of the Wasatch County Recorder.

00193604 B#00346 Pg00059

WITNESS the hands of said Grantor this 10 day of April, 1997

TIMP MEADOWS NORTH, L.C.
a Utah Limited Liability Company By:

S.Y. Kimball
S.Y. KIMBALL, Managing Member

Douglas D. Heiner
Douglas D. Heiner, Managing Member

STATE OF UTAH }
COUNTY OF Wasatch }

On the 10 day April, 1997, A.D., A.D. personally appeared before me S.Y. KIMBALL and DOUGLAS D. HEINER who being by me duly sworn did say for themselves, that they, the said S.Y. KIMBALL and DOUGLAS D. HEINER are the Managing Members of TIMP MEADOWS NORTH, L.C., a Utah Limited Company, and that the within and foregoing instrument was signed in behalf of said Limited Company by authority of its Articles of Organization; said person duly acknowledged to me that said Limited Company executed the same.

L. Rae Thacker

Notary Public
Residing at:

My Commission Expires: 1/19/99

