

PROTECTIVE COVENANTS

EAST OAKS, PLAT "C"

DATED: September 20, 1977

RECORDED: September 29, 1977

ENTRY NO.: 474235

BOOK: 670 PAGE: 961

The Protective Covenants of EAST OAKS, PLAT "C", executed by Vaughn A. Fowler, Ann G. Fowler, his wife, Lewis V. Nord and Jo Ann T. Nord, his wife, Don L. Christensen and Marva Christensen, his wife, dated September 20, 1977 and recorded September 29, 1977, as Entry No. 474235 in Book 670, Page 961 of Official Records, are as follows:

1. 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 three stories in height and a private garage or carport for not more than four cars. All construction shall be of new materials.
2. 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 C.
3. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1300 square feet for a one-story dwelling, nor less than 1300 square feet for a dwelling of more than one-store.
4. (a) No building shall be located on any lot nearer than 20 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 and not attached to the main dwelling. No dwelling shall be located on any interior lot nearer than 30 feet to the rear lot line.
5. No dwelling shall be erected or placed on any lot having a width of less than 80 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 12000 square feet.
6. 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. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or 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. No structure of a 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. 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, or the developers, to advertise the property during the construction and sales period.
10. 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.
11. 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. No fence, wall, hedge, or shrub planting which obstructs 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 obstruction of such sight lines. 13. No tree shall be removed from any lot other than that which is necessary for the location of the dwelling to be constructed on said lot. 14. The property from back of curb to the front property line on each lot has been dedicated to Fruit Heights City as a part of the 60 foot road. It is intended that this area be cleared and leveled for use as a walkway in lieu of sidewalk. No planting, fencing, or other obstruction that would prevent usage for that purpose may be installed in that area. It shall be the adjoining property owners responsibility to maintain this area in a manner that would not constitute a nuisance or hazard and to hold Fruit Heights City harmless from any liability arising out of the property owners' negligence.

PART C. ARCHITECTURAL CONTROL COMMITTEE. The Architectural Control Committee is composed of Vaughn A. Fowler, Lewis V. Nord, and Don Christensen. A majority of the committee may designate a representative to act for it. In the event of the death or resignation of any member of the committee, the remaining members shall have full authority to designate 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 or to withdraw from the committee or restore to it any of its powers and duties. 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. 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 30 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. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation, or to recover damages. In the event the owner of any lot desires to construct a dwelling with a setback greater than that approved by the City of Fruit Heights, or than that allowed by these covenants, the said City and or the developers and signers hereof make no warranty as to the water pressure available to such residence. In such event the said owner shall assume any and all obligations necessary or convenient, including, but not limited to the purchase and installation of booster pumps necessary to provide adequate pressure. 4. Invalidation of any one of these covenants by judgment or court order shall not in any manner affect any of the other provisions, which shall remain in full force and effect.

* * *