

**FOX CHASE, PHASE II(LOTS 15-52)
PROTECTIVE COVENANTS**

**Es 1365786 BK1773 PG1829
DOUG CROFTS, WEBER COUNTY RECORDER
27-SEP-95 1258 PM FEE \$52.00 DEP MH
REC FOR: ASSOCIATED.TITLE**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS Fox Chase Associates, L.L.C., a Utah Corporation, is the owner and possessor of the land referred to in this document and which is situated in the State of Utah, County of Weber, and is described as follows:

All of Lots 15 - 52, Fox Chase Subdivision, South Ogden, Utah
Property Address: 1475 East 5600 South, South Ogden, Utah

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AND WHEREAS said owner is desirous of protecting the above described property **PROTECTIVE COVENANTS: NOW THEREFORE** it is the desire of said owner and intent therefore that said property shall be conveyed hereafter subject to the **PROTECTIVE COVENANTS** set forth below in order to enhance a more uniform development of the Lots therein, maintain to the extent possible the natural environment in which they are located, and to maintain the value thereof.

1. **LAND USE AND BUILDING TYPE:** No lots can be used except for residential purposes. No buildings can or shall be erected, altered, placed or permitted to remain on any Lots other than one detached single family dwelling with an attached private garage for at least two cars.

2. **ARCHITECTURAL CONTROL:** No building, structure or fence shall be erected or altered on any Lot in the above described real property until the following have been approved in writing by the owners of **FOX CHASE ASSOCIATES, L.L.C.**

- A. Construction Plans and Specifications with a copy signed by both buyer and seller to remain in the offices of **FOX CHASE ASSOCIATES, L.L.C.**
- B. Plot Plan showing the location of the proposed structure.
- C. Buildings shall be designed to preserve the natural beauty of the area. Exterior materials of the building shall consist of Brick, Stone or other masonry finishes.
- D. Roofing materials shall be Cedar Shake, Bartile, or Architectural Grade Shingles.
- E. Aluminum will be allowed for Soffit, Fascia, and Gutters **ONLY** - no aluminum siding will be allowed.

Fox Chase Associates, L.L.C. shall be substantially governed by the Building and Zoning Ordinances of South Ogden City; except where stricter provisions are deemed to be appropriate to maintain the quality and environment of the structure built on the property above described or where specific provisions of these Covenants are applicable.

3. **DWELLING SIZE AND LOCATION OF THE LOTS:** All structures constructed on the property described herein shall be of good quality workmanship and materials.

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SIZE:

Single Story: The main floor area of the primary structure shall not be less than Eighteen Hundred (1800) square feet exclusive of open porches and garages, except as provided for hereafter.

Two story home shall not be less than Two Thousand (2,000) square feet.

LOCATION:

Setback: No structure shall be located on any Lot nearer to the front line or side line than the minimum building setback lines. In any event, no building shall be located on any Lot nearer than Thirty Feet (30) to the front of the Lot line.

Sidelines: No structure shall be located any nearer than Twenty Feet (20) to any side street line, Ten Feet (10) to any dwelling, and no dwelling shall be located on any interior lot nearer than Twenty Feet (20) to the rear lot line.

4. NUISANCES: No noxious or offensive trade or activity shall be conducted on any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

No animals or fowls shall be kept, housed or permitted to be kept or housed on any Lot or Lots in the property described except as allowed by the applicable ordinances of South Ogden City. Any such animals or pets shall be kept under control at all times and maintained and controlled so as not to cause or threaten damage to the property or the peace and quiet of other residents.

All recreational vehicles shall be parked off the street and screened from view from the street at the set-back line of the residence.

No home businesses except as allowed by South Ogden City ordinances may be conducted out of any residence in the subdivision.

No sign of any kind shall be displayed to the public view on any Lot except one professional sign of not more than five square feet advertising the property for sale.

5. APPEARANCE, SANITATION AND FIRE HAZARD CONTROL: No Lots shall have accumulated thereon any rubbish, trash or unsightly debris. All Lots shall be maintained free of woods and other undesirable growth whether or not there is a structure on the lot. Upon failure or neglect of any owner to remove such materials from his property within ten days (10) after written notice to remove has been mailed to him by Fox Chase Associates, L.L.C., which may cause the same to be removed and the individual Lot owner will be responsible for the reasonable expenses of such removal.

Each residence shall have installed surrounding it a sprinkler system for irrigation, which may also be used for fire protection. Each resident shall strictly comply with all State Laws and City Ordinances pertaining to fire hazard control.

All stacks and chimneys from fireplaces in which combustibles other than natural gas are burned shall be fitted with spark arrestors.

Each residence shall have and maintain in operable condition at least 100 feet of garden hose, readily accessible, connected or immediately adjacent to a year around water source.

6. FENCING: No fence or other similar structure shall be erected in any required front yard of a dwelling to a height in excess of three and one-half feet, nor shall any fence or other similar structure be erected in any side or rear yard to a height in excess of six feet. Any fence or other similar structure erected on a corner lot shall not exceed three and one-half feet when it borders a street or front yard of an adjoining lot. All fences require a building permit from city.

7. WATER DISCHARGE: Persons owning, occupying or having control of any premises, shall not permit irrigation, or water from the roof or eaves of any house, building or other structure or from any source under the control of such person, to be discharged and spread upon the surface of any sidewalk, street or adjoining lot. This is intended to require that the owner maintains water on his property.

8. SET-BACK EASEMENTS: No pads used for the storage of vehicles or other material either temporarily or permanently shall be constructed within the side, or front yard set back requirements of a given lot. This open space shall remain unoccupied and unobstructed by buildings, vehicles, and/or hard surfaces such as asphalt, cement, and packed surfaces from this time hence forth and forever.

9. PROHIBITED VEHICLES: No commercial vehicles, school buses, trucks with more than six (6) tires and trucks heavier than one ton, shall be parked or stored on any lot or front street to a lot. Except during construction period and/or delivery and repair services.

10. TERMS: The Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for the period of Twenty Years (20) from the date these Covenants are recorded.

11. ENFORCEMENT: Enforcement of the provisions contained herein shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or recover damages.

In addition to remedies at law or in equity, Fox Chase Associates, L.L.C. may abate any nuisance or correct any violations hereunder and the individual Lot owner shall pay the reasonable expenses incurred therein, as no liability shall attach to Fox Chase Associates, L.L.C. acting pursuant to the provisions of these covenants and enforcing the terms thereof, including abatement of nuisances

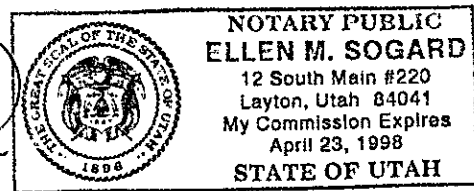
12. INVALIDATION: Invalidation of any one of these Covenants or any portion thereof by judgement or court order shall in no way affect any of the other provisions, the same shall remain in full force and effect.

Signed: [Signature]
Leo Burbidge, Manager

Attested: [Signature]

On the 19th day of September, 1995, personally appeared before me, Lee Burbidge, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Notary Public: [Signature]



ACCEPTANCE BY LOT OWNER: I have read and reviewed the following Covenants pertaining to FOX CHASE in South Ogden City, Utah and agree to abide by them in their entirety.

Owner: _____ Lot # _____ Date: _____

Owner: _____ Lot # _____ Date: _____

Witnessed: _____ Date: _____