

PROTECTIVE COVENANTS

ELKHORN SUBDIVISION, PHASES ONE AND TWO

TO WHOM IT MAY CONCERN;

THIS DECLARATION, made this 12th day of June 1996, by WOLF CREEK ASSOCIATES, a Utah Limited Partnership, hereinafter referred to as "Declarant" being the present owner of the 40 lots embraced within ELKHORN SUBDIVISION - Phases One and Two (herein called "Subdivisions") to Weber County, State of Utah.

W I T N E S S E T H:

WHEREAS, Declarant is the owner of the lots set forth and described on those certain plats entitled Elkhorn Phase One Subdivision and Elkhorn Phase Two Subdivision which plats are recorded in the records of the County Recorder of Weber County, Utah and are made a part hereof and incorporated herein by reference, and

WHEREAS, it is the desire of the undersigned to place restrictive covenants upon the subdivided numbered lots set forth and described in the said recorded plats of the subdivision, for the mutual benefit and protection of present and future owners,

NOW, THEREFORE, the undersigned hereby declares that all of the lots in Elkhorn Subdivision - Phases one and two, are held and shall be held, occupied and improved subject to the following restrictions, all of which are declared and agreed to be in furtherance of a plan for the subdivisions, improvement and sale of said lots and established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the property described in said recorded plats. All of the restrictions shall run with the land and be binding upon all having or acquiring any right, title or interest in and to the real property or any part or parts thereof subject to such restrictions.

1- APPLICABILITY These restrictions shall apply in subdivided numbered lots, and to other land designated on the plat of the Subdivisions as set forth therein.

2- TERM These restrictions shall affect and run with the land and shall exist and be binding upon all parties and all persons claiming under them until twenty (20) years from date, after which time the same shall be extended for successive periods of ten (10) years each, unless an instrument signed by a majority of the then owners of the lots subject thereto has been recorded, agreeing to change the covenants in whole or in

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part; provided, however, that at any time before twenty (20) years from date, the then owners of two-thirds of such lots shall have the right to change the covenants in whole or in part by recording an instrument signed by such owners.

3- APPROVAL OF PLANS No building or fence shall be erected, placed or altered on any lot until the construction plans and specifications and the plot plan showing the location of the structure have been approved in writing by the Architectural Control Committee (herein called "Committee") as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation.

4- ARCHITECTURAL CONTROL COMMITTEE The initial Committee shall be composed of Robert Bateman, Lowell Peterson and Blaine Wade. The Committee may designate a representative to act for it. At any time without cause or in the event of the death or resignation of any member of the Committee, the remaining member or successors shall have the full authority to designate a successor or successors, but at no time shall the Committee consist of more than five members. Neither the members of the Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to the Agreement. After December 31, 1998 all privileges, powers, rights and authority granted the Committee herein shall be exercised by and vested in a Committee of three members to be selected by majority vote of the owners of the forty lots of Elkhorn Subdivision - Phases one and two.

5- LAND USE AND IMPROVEMENTS No lot or lots embraced in Elkhorn subdivision, Phases one and two, shall be used for any purpose other than a single family residence. There shall not exist on any lot at any time more than one residence.

6- SET BACK REQUIREMENTS To retain desired separation of building on adjacent lots, yet to eliminate undesirable rigidity in the pattern of dwellings created by ordinary set back lines, and to encourage greater opportunity for individual freedom in development of the lots, the following guidelines are set:

A. Dwelling set back shall be thirty (30) feet from front property line, along a line paralleling the front property line, ten (10) feet for side yards, along a line paralleling side property lines, except twenty-five (25) feet total for both side yards, and thirty (30) feet for rear yards, along a line paralleling the rear yard line. All set backs on corner lots shall be in conformity with minimum footages as specified in the applicable zoning ordinances of Weber County.

B. Garage and building set backs (not habitable rooms) shall be the same as specified above for dwellings.

C. Provided that no dwelling may be constructed nearer than fifteen (15) feet from an accessory building or thirty (30) feet from a dwelling on an adjacent lots, and no accessory building may be constructed nearer than twenty-five (25) feet from a dwelling on an adjacent lot. (First issued building permit shall prevail in situations where buildings are planned but not yet constructed on adjacent lots. Such permits shall be good for one-year only.)

7- RULES FOR APPLICATION OF SET BACK REQUIREMENTS

A. If the line with respect to which a set back measurement is to be made is a meandering line, the average length of two lot lines that intersect said meandering line shall be determined, and using the average length, an imaginary straight line shall be drawn through the meandering line and the set back measurement shall be made along a line perpendicular to such imaginary line.

B. The term "side line" defines a lot boundary line that extends from the street in which the lot abuts to the rear line of the lot.

C. The term "rear lot line" defines the boundary line of the lot that is farthest from the street except that on corner lots it may be determined from either street line.

D. A corner lot shall be deemed to have a front line on each street on which the lot abuts, and such lot need have only one rear yard.

8- GENERAL PROHIBITIONS AND REQUIREMENTS The following general prohibitions and requirements shall prevail as to the construction or activities conducted on any lot in the Subdivisions or Development:

A. No permanent dwelling house having a finished living area of less than 2000 square feet, if a single level house, or 2600 square feet, if a multi-level house, exclusive of open porches, attached garages, or unfinished basements, if any, shall be erected. Provided, however, that a house having 2000 square feet on the street-level floor may have less than 600 square feet on a second floor. A multi-level house shall have not less than 1500 square feet of street level floor living area. All dwellings shall be set on permanent foundations. All houses shall have an attached garage large enough to accomodate not less than two automobiles. All houses shall be finished with masonry

(brick, stone or stucco) on no less than sixty percent (60%) of the total exterior wall area and at least forty percent (40%) masonry on any single wall. The only other acceptable exterior finish material shall be natural wood. Exceptions to the ratios of exterior materials on houses which have exceptional planning and design may be approved by the Committee. All houses shall have a roof with a minimum five/twelve (5/12) pitch and all roofing materials shall be approved in writing by the architectural control committee.

B. With the construction of each house a post light shall be installed near the driveway entrance. Said post light shall be operated by an automatic control which will illuminate the light at dark. It shall be the responsibility of each lot owner to see that the light is operating properly.

C. No temporary house, trailer, tent garage or other out-building shall be placed or erected on an lot; provided, however that the Committee may grant permission for any such temporary structure for storage of materials during construction. No such temporary structure as may be approved shall be used at any time as dwelling places, nor shall any overnight camping be permitted on any lot without approval of the Committee.

D. Once construction of improvements is begun on any lot, the improvements must be substantially completed in accordance with plans and specifications, as approved, within twelve months from commencement.

E. No residence shall be occupied until the same has been substantially completed in accordance with its plans and specifications.

F. All structures constructed or placed on any lot shall be constructed with a substantial quantity of new materials and no used structures shall be relocated or placed on any such lot.

G. Domestic household pets as may be permitted by applicable zoning ordinances of Weber County may be kept on any lot.

H. All signs, billboards, or advertising structures of any kind are prohibited except upon application to and written permission from the Committee.

I. No stripped down, partially wrecked, or inoperable motor vehicles, or sizable part thereof, shall be permitted to be parked on any street in the Subdivisions or Development or on any lot.

J. Every tank for the storage of fuel installed outside any building in the Subdivisions or Development shall be either buried below the surface of the ground or screened to the satisfaction of the Committee by fencing or shrubbery. There shall be no outdoor placement of ashes, trash, rubbish or garbage.

K. No owner of any lot shall build or permit the building thereon of any dwelling house that is to be used as a model house or exhibit unless prior written permission to do so shall have been obtained from the Committee.

L. All lots, whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in such manner as to prevent their becoming unsightly by reason of unattractive growth on such lots or the accumulation of rubbish or debris thereon.

M. No noxious, offensive or illegal activity shall occur on any lot that shall be or become an unreasonable annoyance or nuisance to the neighborhood.

N. Any dwelling or outbuilding on any lot in the Subdivisions or Development which may be destroyed in whole or in part by fire, windstorm or for any other cause or act of God must be rebuilt or all debris removed and the lot restored to a sightly condition with reasonable promptness; provided, however, that in no event shall such debris remain longer than sixty (60) days.

O. No trash, ashes, garbage or other refuse shall be dumped or stored or accumulated on any lot. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted.

P. No change in ground level may be made on any lot in excess of one foot from existing grades without the written approval of the Committee obtained prior to the commencement of work. (See Section 3)

Q. No fence shall be constructed on any lot without written approval of the Architectural Control Committee. It is the purpose of the covenants to encourage the use of landscaping including shrubbery and trees to divide property lines between lots. Fences, if any, shall conform to standards that will insure uniformity in design and construction. No wire or chain link fences shall be permitted. The Committee will decide if it is desirable to erect a fence between individual lots and the golf course and if it is so determined specify a particular type and style of fence that may be erected on the property line between individual lots and the golf course.

9- VARIANCES The Committee may allow reasonable variances and adjustments of these Restrictions in order to overcome practical difficulties and prevent unnecessary hardships in the applications of the provisions contained herein; provided, however, that such is done in conformity with the intent and purposes hereof and provided also that in every instance such variance or adjustment will not be materially detrimental or injurious to other property or improvements in the neighborhood, the Subdivisions or the Development.

10- EASEMENTS Easements for installation and maintenance of utilities and drainage facilities are reserved by the Declarant, its successors and assigns, as shown on the recorded plat.

11- WILDLIFE The Elkhorn Subdivisions are in a location that has historically served as a wildlife foraging and migrating area. Each lot owner acknowledges this fact and agrees to assume the risk of damage to his property caused by wildlife and in this connection further agrees to:

(a) hold Declarant harmless with respect to any such damage and

(b) cooperate with the Utah State Division of Wildlife resources in controlling such wildlife, if necessary. (Controlling will not include destruction of wildlife.)

Declarant will have available a list of shrubs, trees and other planting which are less susceptible of wildlife damage. Lot owners are encouraged to use such shrubs, trees and plantings to minimize the potential for wildlife damage.

12- VIOLATION OF RESTRICTION If any party hereto, or its successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said Subdivisions to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either prevent him or them from so doing or to recover damages or other dues from such violation.

13- SEVERABILITY Every one of the Restrictions is hereby declared to be independent of, and severable from, the rest of the Restrictions and of and from every other one of the Restrictions and of and from every combination of the Restrictions. Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable or lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability, or "running" quality of any other one of the Restrictions.

14- MUTUALITY OF BENEFIT AND OBLIGATION The Restrictions and agreements set forth herein are made for the mutual and reciprocal benefit of each and every lot in the Subdivisions and are intended to create mutual, equitable

servitudes upon each of said lots in favor of each and all of the other lots therein; to create reciprocal rights between the respective owners of all said lots; to create a privity of contract and estate between the grantees of said lots, their heirs, successors and assigns, and shall, as to the owner of each lot, his heirs, successors or assigns, operate as covenants running with the land for the benefit of each and all other lots in the Subdivisions and their respective owners.

15- GRANTEE'S ACCEPTANCE The Grantee of any lot subject to the coverage of the Declaration, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from the undersigned or a subsequent owner of such lot, shall accept such deed or contract upon and subject to each and all of these Restrictions and the agreements herein contained and also the jurisdiction, rights and powers of the undersigned and by such acceptance shall for himself, his heirs, successors and assigns, consent and agree to and with Declarant, and consent with the grantees and subsequent owners of each of the lots with the Development to keep, observe, comply with and perform said Restrictions and agreements.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed the day and year first above written.

WOLF CREEK ASSOCIATES, a Utah Limited Partnership

Lowell S. Peterson  
Lowell S. Peterson, General Partner

Blaine Wade  
Blaine Wade, General Partner

Subscribed and sworn to before me this 1st day of July, 1996

Anika Pickrell  
Notary Public

My Commission expires: April 22, 2000 Residing at: Ogden, UT

