

Declaration of Protective Covenants, Conditions, and Restrictions of
Woodland Heights Estates

NOW, THEREFORE, for the foregoing, Developer and Owner declare that the property of this Declaration is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth.

I. GENERAL PURPOSES

The platted portion of the real property described as lots 1-30 in Woodland Heights Estate are subject to the covenants, conditions, restrictions, reservations, and easements, hereby declared to ensure the best use thereof; to protect the owners of lots against such improper use of surrounding lots as will depreciate the value of their property; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to ensure the highest and best development of said property consistent with the ordinances and land is development policies of Morgan County; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on the lots, to secure and maintain proper setbacks from roads, and adequate free spaces between structures; and in general provide adequately for a high type and quality of improvements in said property, and thereby to enhance the values of investments made by purchasers of lots therein.

II. GENERAL USE RESTRICTIONS

All real property within Woodland Heights Estates shall be held, used and enjoyed subject to the following limitations and restrictions:

A. Use of Lots and Living Units. All lots are intended to be improved with living Units and are restricted to such use. Each Living Unit shall be used only as a single family residence not to exceed two stories in height and a private 2 or more car garage. No lot or Living Unit shall be used, occupied, or altered in violation of law, so as to do any of the following: 1) jeopardize the support of any other Living Unit, 2) create a nuisance, 3) interfere with the rights of any Owner, or 4) to increase use beyond one (1) single family unit per lot.

B. Easements. Easements for installation and maintenance of right-of-ways, 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, or which may obstruct or retard the flow of water through drainage channels in the easements. The easements 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.

C. Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon any property within Woodland Heights and no odors shall be permitted

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BRENDA NELSON, Recorder
Filed By NPS
For S & S HOLDING LLC
MORGAN COUNTY

to arise there from so as to render any such property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to the occupants of any property. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells, or other sound devices (other than security devices used exclusively for security purposes) shall be located, used or placed on any such property without the prior written approval of the committee.

D. Animals. Household pets of various kinds shall be allowed. Dogs, cats, or other household pets may be kept. Such animals as are kept shall be controlled by owner on his own lot. No livestock is allowed. Livestock is defined as "Domestic animals, such as cattle or horses, raised for home use or for profit, especially on a farm."

E. Accessory Building Structures. It is understood that guest facilities, storage sheds, and other types of rural buildings, except outhouses, may be constructed on the property so long as they are approved by Architectural Control Committee and constitute a harmonious development of structures and properties.

F. No Second Family Residence. No basement, shack, garage, or other out building (except the guest facility) shall at any time be used for human habitation, temporarily or permanently, nor shall any structure of a temporary character be used for human habitation. The guest facility shall not be used for a permanent residence. No old or secondhand structures shall be moved onto any said lots, it being the intention hereof that all dwellings and other buildings be erected on said lots, or within said subdivision, shall be new construction of superior quality, workmanship and materials.

G. Unsightly Articles. No unsightly articles shall be permitted to remain so as to be visible from adjoining property. No compost piles and grass, shrub, or tree clippings or plant waste, metals, bulk materials, scrap, refuse, or trash shall be kept, stored, or allowed to accumulate on any property except within an enclosed structure or appropriately screened from view.

H. No Further Subdividing. No lot or residence may be further subdivided, nor may any easement or other interest therein less than the whole be conveyed by the Owners thereof (excluding Developer); provided, however, that nothing herein shall be deemed to prevent the transfer or sale of any lot or living unit to more than one person to be held by them as tenants in common, joint tenants, tenants by the entirety or as community property.

I. Vehicle and RV Parking. No automobiles, trailers, boats or other vehicles are to be stored on streets of front and side lots unless they are in working condition, properly licensed, and are being regularly used. No vehicle or R V shall be permitted to be parked on any street within Woodland Heights between the hours of 12 o'clock a.m. and 6 o'clock a.m. of any morning. No large vehicle (semi-tractor trails or buses) shall be parked within the streets of the subdivision at any time. All R V storage to be on side or rear of homes and concealed from front streets.

J. No hazardous Activities. No activities shall be conducted on any property and no improvements constructed on any property which are or might be unsafe or hazardous

to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any property and no open fires nor incinerators shall be lighted or permitted on any property except in a contained barbecue unit while attended and in use for cooking purposes or within a safe and well-designed interior fireplace.

K. Exemption of Developer. Nothing in the Woodland Heights Restrictions shall limit the right of Developer to complete excavation, grading and construction of improvements to any property within Woodland Heights owned by Developer, or to alter the foregoing or to construct such additional improvements as Developer deems advisable in the course of development of the same in Woodland Heights as a model home or real estate sales or leasing office. The rights of Developer hereunder and elsewhere in these Restrictions may be assigned by Developer.

L. Fencing. No fence will be allowed within the front yard or side yard fencing the street setbacks. All fencing type and materials shall be approved by the Architectural Control Committee.

M. Landscaping. Landscaping will be required on all areas of the lot where the land has been disturbed due to construction. A landscaping plan is required to be submitted to the Architectural Control Committee during the approval process. Landscaping will need to be installed during the first growing season after the structure is completed.

N. Driveways. All driveways will be required to have a hard surface, i.e. concrete or asphalt. No gravel or road base will be allowed.

III. ARCHITECTURAL CONTROL

A. Architectural Control Committee. The Developer shall appoint a five member Committee, the function of which shall be to insure that all improvements and landscaping within the property harmonize with existing surroundings and structures. The committee shall be composed of two (2) Developers and three (3) Lot Owners. If such a Committee is not appointed, the Developer shall perform the duties required of the Committee.

B. Standard. In deciding whether to approve or disapprove plans and specifications submitted to it, the committee shall use its best judgment to insure that all improvements, construction, landscaping and alterations on lots within the property conform to and harmonize with existing surroundings and structures.

C. Land Use and Building Type. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted on any lot other than one detached single family dwelling not to exceed two stories in height and a private two (2) or more car garage. Attached carports are prohibited. "Family" is defined the same as the Morgan County Land Use Developmental Code defines it.

D. Approval Procedure. All plans including site plans and specifications for Building upon a lot by an Owner and/or builder must be submitted to the Architectural Control Committee for approval prior to commencing construction. Such approval is conditioned upon compliance with the following procedure:

1. A cross section of the proposed wall of the home indicating type of support, insulation, size and exterior finish.
2. One complete set of all exterior colors in the form of samples or color chips, with detailed information as to the location of the color, including brick, siding, trim, roofing material, etc.
3. The Owner/ builder submitting a set of landscape plans for all disturbed land associated with the construction of the house.

Any subsequent changes, improvements, or alterations in such plans must be submitted to the Committee for written approval.

Any approval or disapproval must be made in writing within thirty (30) days after submission. In the event the Committee fails to take any action within such period, it shall be deemed to have approved the material submitted.

E. No Liability for Damages. The Committee shall not be held liable for damages by reason of any action, inaction, approval, or disapproval by it with respect to any request made pursuant to this Article III.

F. Failure of the Committee to Insist on Strict Performance--No Waiver. The failure of the Committee to insist in anyone or more instances, upon the strict performance of any of the terms, conditions, or restrictions of the Covenants contained herein, or to exercise any right or option herein contained, or to serve any notice of or to institute any action, shall not be construed as a waiver or relinquishment for the future, and such term, covenant, condition, or restriction shall remain in full force and effect. The receipt by the committee of any assessment from a lot Owner, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by the committee of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Committee.

IV. BUILDING RESTRICTIONS

A. Building Location. The following minimum yard requirements shall apply to all Living Units in Woodland Heights:

1. Front Yards. The minimum front yard set back for any dwelling is thirty (30) feet from front lot line.
2. Side Yard. The minimum side yard for any dwelling is fifteen (15) feet and the minimum width for the two required side yards shall be thirty (30) feet.
3. Side Yard - Corner Lots. On corner lots the side yard contiguous to the street shall not be less than thirty (30) feet in width, and shall not be used for vehicular parking except 14' adjacent to garage or such portion as is devoted to driveway use for access to a garage.
4. Rear Yard. Each lot shall have a rear yard of no less than thirty (30) feet.
5. Building Height. No lot or parcel of land in the development shall have a building or structure used for dwelling or public assembly which exceeds a height of two (2) stories. Chimneys, flag poles, church towers and similar structures not used for human occupancy are excluded in determining height.

6. **Accessory Buildings.** An accessory building shall not be built on a front yard, or closer than ten (10) feet to a rear property line. All Accessory buildings must be approved by the Architectural Control Committee prior to construction.

B. Dwelling Quality and Size. The intention and purpose of this covenant is to assure that all dwellings shall be of a quality of workmanship and materials substantially the same, or better. The following standards and minimum shall apply to all structures within Woodland Heights.

1. All exterior surfaces shall have a minimum of 60% of brick, stone or similar and the remaining surface material can be wood, vinyl, aluminum, and/or stucco. No structure shall be a Prefab home, Mobile home, or be constructed from logs or have the appearance of a log exterior.
All roofing material shall be an architectural shingle or better. No three (3) tab shingles will be permitted.
No dwelling shall be permitted on any lot with the total living floor area of the main structure, exclusive of open porches and garages, of less than 1,800 square feet for one story dwelling, nor less than 2,400 square feet for on dwelling of more than one story with a minimum of 1,600 square on the 1st or main floor. A multilevel dwelling must exceed 2,400 square feet on above ground levels with a minimum of 1,600 square feet within the 1st story.

C. Building Construction Time Limit. The construction of the primary residential unit shall commence within five (5) years of the original purchase of the lot or by June 1, 2009, which ever is the later date. The construction of the residential building shall be completed within a year from the initial construction.

V. MISCELLANEOUS

A. Amendment. Any amendment to this Declaration shall require all lot Owner to agree upon and sign the amended document.

B. Developer's Right Assignable. The rights of Developer under this Declaration or in any way relating to the Property may be assigned.

C. Interpretation. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both other genders. The invalidity or unenforceability of any portion of the Declaration shall not affect the validity of or enforceability of the remainder thereof. This Declaration shall be liberally construed to effect all of its purposes.

D. Covenants to Run with Land. This Declaration and all of the provisions hereof shall constitute covenants to run with the land or equitable servitudes, as the case may be, and shall be binding upon and shall insure to the benefit of developer, all parties who hereafter acquire any interest in a lot, and their respective grantees, transferees, heirs, devisees, personal representatives, successors and assigns until December 31, 2015, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless agreed upon by all of then Owners of the plotter lots then these covenants are terminated.

E. Violation of the CCR's. If a property owner(s) feels a violation has occurred that property owner(s) may file a civil judgment against the violator to correct the violation.

F. Effective Date. This Declaration and any amendment hereof shall take effect upon its being filed for record in the office of the County Recorder of Morgan County, Utah.

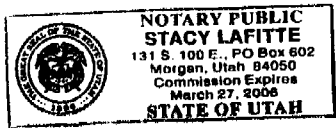
S & S Holding, LLC

By: [Signature]

By: Bart K. Smith

STATE OF UTAH)
 : ss
COUNTY OF MORGAN)

On the 7th day of April, 2004, personally appeared before me Brett L. Simonsen and Bart K. Smith who being by me duly sworn did say that they are partners of S & S Holding, LLC.



[Signature]
Notary Public