



DECLARATION OF PROTECTIVE COVENANTS FOR  
BRIER POINTE NO. 2 SUBDIVISION LOTS 51-103

The owner of the following described real property, to-wit:

All of lots 51-103 Brier Pointe No. 2 Subdivision in Weber County,  
South Ogden Utah

a subdivision in Weber County, State of Utah, (hereinafter "the Subdivision"), established pursuant to a plat recorded January 9, 2004, in Book 59 at Page 11, of the records of Weber County, Utah, makes the following declarations as to limitations, restrictions, agreements and covenants to run with the above described land and be binding on all present and future owners thereof, for their mutual benefit and protection.

1. South Ogden City Zoning and Subdivision Ordinances. All lots in the Subdivision shall be subject to South Ogden City Zoning and Subdivision Ordinances and the development and improvement of all lots therein shall be in compliance therewith.
2. Architectural Control Committee. No structure shall be erected, placed or altered on any lot in the Subdivision until the construction plans and specifications and a plot plan showing the location of the structure have been approved in writing by the Architectural Control Committee (hereinafter "the 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.

07-632-0001 to 0014  
07-633-0001 to 0015  
07-634-0001 to 0012  
07-635-0001 to 0012

The Committee shall initially consist of John W. Hansen, Terry Venable, and Ed Green. A majority of the Committee may designate a representative to act for them. All decisions of the Committee shall be made by majority vote, including the removal or appointment of Committee Members. Members of the Committee shall not be entitled to compensation for their services.

Notwithstanding the foregoing provisions, the Committee members shall have no affirmative obligation to be certain that all construction in the Subdivision complies with the restrictions contained herein and no Committee member shall have any liability or responsibility for any decision or lack thereof,

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in carrying out the duties of a Committee member. The sole responsibility for compliance with the provisions of the Declaration shall rest with the lot owners in the Subdivision.

3. Residential Lots. All lots in the Subdivision shall be known and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any lot which is not a single family dwelling not to exceed two stories in height with no less than a two-car garage. Any other outbuildings must be approved in advance by the Committee. Carports are prohibited.

4. Quality and Size. It being the intent and purposes of these covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be provided on the date the Declaration is recorded.

Any rambler or single level dwelling shall have at least 1,100 square feet on the main level, exclusive of basement, open porches and garages. A two-story dwelling shall have a minimum of 1,500 square feet, exclusive of basement, open porches and garages. Any dwelling in excess of two levels shall have a minimum of 1,250 square feet above ground, exclusive of basement, open porches and garages.

5. Construction Methods and Materials. The exterior front of any structure erected in the Subdivision shall have at least 100 percent of its area covered with brick, native stone or stucco. Other exterior materials must be approved by the Committee. There shall be no log homes or log-like siding. All buildings shall have a roof of at least a 4 x 12 pitch. All shingles shall be architectural asphalt shingles or bar tile or wood shake shingles.

6. Temporary Structure Prohibited. No structure of temporary nature, such as a trailer, basement, tent, shack, garage or other outbuilding shall be used on any lot at any time as a residence.

7. Trash. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept or permitted to remain on any lot

except in sanitary containers. No materials shall be kept or stored on any lot that would be unsightly or a fire hazard.

8. Fences. No fence, wall, or other similar structure shall be constructed or placed on any lot nearer the street than the front house line, nor shall any fence, wall or similar structure be constructed to a height greater than 6 feet. The Architectural Committee must approve materials and design of any fencing on the lot prior to the installation of said fence.
9. Nuisance. No noxious or offensive 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. Parking of junk cars (those not properly licensed and regularly used) in the Subdivision is prohibited.
10. Obstructions. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the Subdivision roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and lines connecting them at points 20 feet from the intersection of the street lines or in the case of a rounded property corner, from the intersection of the street lines extended. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines. No poplar trees shall be permitted within the subdivision.
11. Landscaping. Landscaping shall be completed by the original owners within one year of occupancy, including but not limited to, sprinkling system and lawn.
12. Water Drain Lines. The contractors who build homes in said subdivision shall be responsible to install land drains around the perimeter of each home, and connect to the main land drain that has been stubbed to each lot. The homeowner shall be responsible to maintain any necessary underground water drain lines within the bounds of such lots.

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13. Easements. Easements and rights of way shall be reserved to the undersigned, its successors and assigns, on and over the Subdivision, as shown on the recorded plat, for the erection, construction and maintenance and operation thereon or therein of drainage pipes or conduits, pipes, manholes, poles, wires and other means of conveying to and from lots in the Subdivision, gas, electricity, water, telephone, sewage and other services for the convenience of lot owners in the Subdivision.
  
14. Duration of Covenants. The covenants contained herein shall run with the land and shall be binding on all owners of lots in the Subdivision from the date hereof for a period of 20 years, at which time said covenants shall continue automatically for successive periods of 10 years each, unless an instrument signed by a majority of the then lot owners in the Subdivision is recorded changing said covenants in whole or in part; provided, however, that the covenant to maintain the water drain lines set forth in Paragraph 13 above may not be revoked or altered without the written consent of South Ogden City.
  
15. Enforcement of Covenants. Any owner of any lot in the Subdivision may enforce the covenants contained herein through any proceeding at law or in equity against any person violating them to enjoin or prohibit any violations and to recover any damages suffered by any lot owner.
  
16. Acceptance of Restrictions. All purchasers of lots in the Subdivision shall, by entering into contracts to purchase and accepting deeds for such lots, be conclusively deemed to have consented and agreed to all restrictions, conditions, terms, agreements and covenants herein contained.
  
17. Invalidity. Invalidation of any of the covenants herein contained, in whole or in part, by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

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IN WITNESS WHEREOF, the undersigned has executed this document this 17th day of March, 2004.

BRIER RIDGE, L.L.C

By Edward Green  
Managing Member

STATE OF UTAH )  
  ) ss.  
COUNTY OF WEBER )

On the 17th day of MARCH, 2004, personally appeared before me Edward D. Green, who under oath acknowledged to me that he is the Managing Member of the above-named L.L.C. and that he executed the above instrument for and in behalf of said L.L.C. by authority of the Operating Agreement of Brier Ridge, A Limited Liability Company.

Anneke L. Wheeler  
NOTARY PUBLIC  
Residing at: Ogden, UT

My Commission Expires:

9/5/06



NOTARY PUBLIC  
ANNEKE L. WHEELER  
3616 JACKSON AVENUE #1  
OGDEN, UT 84403  
MY COMMISSION EXPIRES  
SEPTEMBER 5, 2006  
STATE OF UTAH