

**COVENANTS, CONDITIONS AND RESTRICTIONS
OF
EAGLE RIDGE AT EDEN HILLS HOMEOWNERS ASSOCIATION - PHASE I**

I. DEFINITIONS

When used in this Declaration, the following terms shall have the meaning indicated:

1. Declaration shall mean and refer to this Declaration of Covenants, Conditions And Restrictions.
2. Plat shall mean and refer to the subdivision plat of the Eagle Ridge at Eden Hills Planned Unit Development – Phase I, a Planned Residential Development, executed and acknowledged by Developer on the SEPT. 23, 1997, prepared and certified by Ken E. Gardner (a duly registered Utah Land Surveyor holding Certificate No. 154270) and filed for record in the office of the County Recorder of Weber County, Utah, concurrently with the filing of this Declaration.
3. Property shall mean and refer to the entire tract of real property covered by the Plat, a description of which is set forth in Article II of this Declaration.
4. Lot shall mean and refer to any of the separately numbered and individually described parcels of land shown on the Plat.
5. Common Area shall mean and refer to that part of the Property that is not included within the individual lots, including all platted improvements other than utility lines now or hereafter constructed or located thereon.
6. Living Unit shall mean and refer to a structure or portion of a structure which is designed and intended for use and occupancy as a single-family residence, together with all improvements located on the Lot concerned which are used in conjunction with such residence.
7. Owner shall mean and refer to the person who is the owner of record of a lot in Eagle Ridge at Eden Hills, as recorded in the office of the County Recorder of Weber County, Utah. Notwithstanding any applicable theory relating to a mortgage, deed of trust, or like instrument, the term Owner shall not mean or include a mortgagee or a beneficiary or trustee under a deed of trust unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.
8. Association shall mean and refer to Eagle Ridge at Eden Hills Homeowners Association, a Utah nonprofit corporation.
9. Member shall mean and refer to every person who holds membership in the Association.

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DOUG CROFTS, WEBER COUNTY RECORDER
12-MAR-99 303 PM FEE \$62.00 DEP BCT
REC FOR: BONNEVILLE.TITLE

II. PHASE ONE PROPERTY DESCRIPTION

The property which is and shall be held, transferred, sold, conveyed, and occupied subject to the provisions of this Declaration consists of the following described real property situated in Weber County, State of Utah:

A part of the southeast 3 of Section 21, T7N, R1E, SLB&M, beginning at a point on the west line of Patio Springs unit No. 1 cluster subdivision, said point being south 639.85 feet and west 742.44 feet from the east quarter corner (wcs brass cap 1981) of said section 21 (basis of bearing N 00°20'47" E from said corner to the NE corner of said section 21); thence as follows:

S 00°16'43" W	1361.83 ft.	Along said west Patio Springs west line; thence;
N 68°02'35" W	268.29 ft.	Thence;
N 78°18'42" W	60.59 ft.	Thence;
N 69°40'27" W	390.37 ft.	Thence;
N 25°38'33" E	181.11 ft.	Thence;
N 11°22'41" W	338.70 ft.	Thence;
N 78°37'19" W	171.08 ft.	To a non-tangent curve to the left; thence;
Northwesterly	6.21 ft.	Along said curve to a tangent line (delta=01°40'50", R=255.11, T=3.11, CH=6.21', CHB=N 10°40'50" W); thence;
N 11°22'41" W	307.19 ft.	To a tangent curve to the left; thence;
Northwesterly	121.87 ft.	Along said curve to a non-tangent line to the right (delta=13°10'31", R=530.00, T=61.21, CH=121.61, CHB=N 17°57'57" W); thence;
N 76°14'57" E	963.90 ft.	To the P.O.B. Contains: 19.511 acres (including common area) and 17 lots 8.043 acres of common area

III. PROPERTY RIGHT IN COMMON AREAS

1. Easement of Enjoyment. Each Member shall have a right and easement of use and enjoyment in and to the Common Areas. Such right and easement shall be appurtenant to and shall pass with title to each lot and in no event shall be separated therefrom. Any Member may delegate the right and easement of use and enjoyment described herein to any family members, household guest, tenant, lessee, contract purchases, or other person who resides on such Member's lot.

2. Form for Conveyancing. Any deed, lease, mortgage, deed of trust, or other instrument conveying or encumbering title to a lot shall describe the interest or estate involved substantially as follows:

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- A. Eagle Ridge at Eden Hills Lots No. 1-17 contained within Eagle Ridge at Eden Hills Planned Unit Development – Phase I, a Planned Residential Development, as the lots are identified in the Plat recorded and in the “Declaration of Covenants, Conditions and Restrictions of the Eagle Ridge at Eden Hills Planned Unit Development, a Planned Residential Development”, recorded together with a right and easement of use and enjoyment in and to the Common Areas described, and as provided for, in said Declaration of Covenants, Conditions and Restrictions.

Whether or not the description employed in any such instrument is in the above specified form, however, all provisions of this Declaration shall be binding upon and shall inure to the benefit of any party who acquires any interest in a lot in the development.

3. Limitation on Easement. A Member’s right and easement of use and enjoyment concerning the Common Areas shall be subject to the following:

- A. The right of the Association to suspend a Member’s right to the use of any facilities included in the Common areas for any period during which an assessment on such Member’s lot remains unpaid and for a period not exceeding ninety (90) days for any infraction by such Member of the provisions of this Declaration or of any rule or regulation promulgated by the Association.
- B. The right of the Association to impose reasonable limitations on the number of guests per Member who at any given time are permitted to use the Common Areas;
- C. The right of Weber County and any other governmental or quasi-governmental body having jurisdiction over the property to access and rights of ingress and egress over and across any street, parking area, walkway, or open area contained within the property for purposes of providing police and fire protection, transporting school children, and providing other governmental or municipal service; and,
- D. The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency or authority for such purposes and subject to such conditions as may be agreed to by the Association. Any such dedication or transfer must, however, be assented to by two-thirds (2/3) of the vote of each class of membership which Members present in person or proxy are entitled to cast at a meeting duly called for that purpose. Written or printed notice setting forth the purpose of the meeting and the action proposed shall be sent to all Members at least ten (10) but not more than thirty (30) days prior to the meeting date.

IV. ASSESSMENTS

1. Personal Obligation and Lien. Each Owner shall, by acquiring or in any way becoming vested with his interest in such lot, be deemed to covenant and agree to pay to the Association the monthly and the special assessments described in this Article together with the

amounts hereinafter provided for interest and costs of collection. All such amounts shall be, constitute, and remain (i) a charge and continuing lien upon the lot with respect to which such assessment is made; and (ii) the personal obligation of the person who is the Owner of such lot at the time the assessment falls due. No Owner may exempt himself or his lot from liability for payment of assessments by waiver of his rights concerning the common areas or by abandonment of his lot.

2. Purpose of Assessments. Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of residents of the Property. The use made by the Association of funds obtained from assessments may include payment of the cost of: Taxes and insurance on the common areas; maintenance, repair, and improvement of the common areas; management and supervision of the common areas; establishment and funding of a reserve to cover major repairs or the improvements within the common areas; and any expense necessary or desirable to enable the Association to perform or fulfill its obligations, functions or purposes under this Declaration or its Articles of Incorporation provided, however, that no such assessments shall be used for the initial construction and improvement of the common areas during the period in which the Developer retains control of the Association and provided that said assessments shall not be used for the initial construction and improvement of the common areas.

3. Maximum Monthly Assessment. As of the date set under Section 7 of this Article, each lot shall be subject to a monthly assessment of not more than \$50.00. From and after one year from the date set in Section 7 of this Article, the maximum monthly assessment may be increased or decreased so long as the change is assented to by sixty percent (60%) of the votes of each class or membership which Members present in person or represented by proxy are entitled to cast at a meeting duly called for such purpose. Written notice setting forth the purpose of the meeting shall be sent to all members at least ten (10) but not more than thirty (30) days prior to the meeting date. The Board of Trustees of the Association may from time to time and at its discretion set the amount of the monthly assessment at any sum not in excess of the then applicable maximum amount.

4. Special Assessments. From and after the date set under Section 7 of this Article, the Association may levy special assessments for the purpose of defraying, in whole or in part: (i) any expense or expenses not reasonably capable of being fully paid with funds generated by monthly assessments; or (ii) the cost of any construction, reconstruction, or unexpected repair or replacement of capital improvements upon the Common Areas or any improvement of property upon the common areas. Any such special assessment must be assented to by sixty percent (60%) of the votes of each class or membership which Members present in person or represented by proxy are entitled to cast at a meeting duly called for the purpose. Written notice setting forth the purpose of the meeting shall be sent to all Members at least ten (10) but not more than thirty (30) days prior to the meeting date.

5. Quorum Requirements. The quorum required for any action authorized by Section 3 or 4 above shall be as follows: At the first meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of members shall constitute a quorum. If a quorum is not present at the first meeting or any subsequent meeting, another

meeting may be called (subject to the notice requirements set forth in Sections 3 and 4) at which a quorum shall be one half of the quorum which was required at the immediately preceding meeting. No such subsequent meeting shall be held more than forty-five (45) days following the immediately preceding meeting.

6. Uniform Rate of Assessment. Both monthly and special assessments shall be fixed at a uniform rate for all occupied lots; provided, however, that until home construction is begun the lot assessment will be one-sixth (1/6) of the monthly assessment fixed for a fully improved lot occupied for residential purposes. The lot assessment will remain at this rate until home construction begins and will remain at this rate for nine (9) months or until occupancy, whichever comes first. Any owner or builder of a speculation home, other than the Developer, is subject to the above provisions.

7. Monthly Assessment Due Dates. The monthly assessments provided for herein shall commence as to all lots upon the sale of the first lot. At least fifteen (15) days prior to the effective date of any change in the amount of the monthly assessment, the Association shall give each Owner written notice of the amount of the first due date of the assessment modification.

8. Certificate Regarding Payment. Upon the request of any Owner or prospective purchaser or encumbrancer of a lot, the Association shall issue a certificate stating whether or not all assessments respecting such lot are current and, if not, the amount of the delinquency. Such certificate shall be conclusive in favor of all persons who in good faith rely thereon.

9. Effect of Nonpayment - Remedies. Any assessment not paid when due shall, together with the hereinafter provided interest and costs of collection, be, constitute, and remain a personal liability for payment. Such personal liability shall not pass to the Owner's successors in title unless expressly assumed by them. If the assessment is not paid within thirty (30) days after the date on which it becomes delinquent, the amount thereof shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum and the Association may bring an action either against the Owner who is personally liable or to foreclose the lien against the lot. Any judgment obtained by the Association shall include reasonable attorneys' fees, court costs, and each and every other expense incurred by the Association in enforcing its rights.

V. OPERATION AND MAINTENANCE

1. Maintenance of Living Units. Each living unit shall be maintained by the Owner thereof so as not to detract from the appearance of the property and so as not to affect adversely the value or use of any other living unit. The Association shall have no obligation regarding maintenance or care of living units.

2. Operation and Maintenance by Association. The Association shall provide for such maintenance and operation of the common areas as may be necessary or desirable to make them appropriately usable in conjunction with the lots and to keep them clean, functional, attractive and generally in good condition and repair.

3. Insurance. The Association shall secure and at all times maintain the following insurance coverages.

- A. A policy or policies of fire and casualty insurance, with extended coverage endorsement, for the full insurable replacement value of all improvements comprising a part of the common areas. The name of the insured under each policy shall be in the form and substance similar to: "Eagle Ridge at Eden Hills Homeowners Association for the use and benefit of the individual Lot Owners and Mortgagees, as their interest may appear."
- B. A policy or policies insuring the Owners, the Association, and its directors, officers, agents and employees against any liability incident to the ownership, use or operation of the common areas which may arise among themselves, to the public, and to any invited guests or tenants of the Property or of the Owners. Limits of liability under such insurance shall not be less than \$1,000,000 for any one person injured, \$1,000,000 combined single limit, and \$2,000,000 aggregate. Such policies shall be issued on a comprehensive liability basis and shall provide a cross-liability endorsement pursuant to which the rights of the named insured as between themselves are not prejudiced.

In addition to the insurance described above, the Association shall secure and at all times maintain insurance against such risks as are or hereafter may be customarily insured against in connection with developments similar to the Property in construction, nature and use.

The following additional provisions shall apply with respect to insurance:

- C. All policies shall be written by a company holding an A.M. Best rating of "A" or better.
- D. The Association shall have the authority to adjust losses.
- E. Insurance secured and maintained by the Association shall not be brought into contribution with insurance held by the individual Owners or their mortgagees.
- F. The Board of Trustees of the Association shall have the authority to enter into agreement on behalf of the Association with lenders, obligating the Association to carry such hazard, flood, and liability insurance and a fidelity bond as shall be required by lenders.

4. Manager. The association may carry out through a Property Manager any of its functions, which are properly the subject of delegation. Any manager so engaged may be an independent contractor, or an agent or employee of the Association and shall be responsible for managing the Property for the benefit of the Association and the Owners, and shall, to the extent permitted by law and the terms of the agreement with the Association, be authorized to perform any of the functions or acts required or permitted to be performed by the Association itself. It is anticipated that the Developer will enter into a Management Agreement for a period to be

determined by said Developer or until the Homeowners Association assumes control as per Section III, paragraph 3.

VI. GENERAL USE RESTRICTIONS

All real property within Eagle Ridge at Eden Hills (Eagle Ridge) shall be held, used and enjoyed subject to the following limitations and restrictions:

1. Use of Common Areas. The common areas shall be used only in a manner consistent with their community nature and with the use restrictions applicable to lots and living units.
2. 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. No lot or living unit shall be used, occupied, or altered in violation of law, so as to jeopardize the support of any other living unit, so as to create a nuisance or interfere with the rights of any Owner, or in any way which would result in an increase in the cost of any insurance covering the common areas.
3. Dwelling Cost, Quality, and Size. The ground floor area of the main structure, exclusive of one story open porches and garages, shall not be less than 1,450 square feet for a one-story dwelling and no less than 1,200 square feet for a dwelling over one story.
4. Garage Location and Placement. All garages, and any out-structures, must be side entry, unless otherwise approved by the ACC. No garage doors may be placed on the front elevation with view from the roadway. All corner lots must be approved by Architectural Control Committee (ACC) for the placement of garage doors.
5. Exception for Developer. Notwithstanding the restrictions contained in this Article VII regarding Architectural Controls, Developer shall have the right to use any lot or living unit owned by it, and any part of the common areas reasonably necessary or appropriate, in furtherance of any other activities designed to accomplish or facilitate improvement of the common areas or improvement and/or sale of all lots owned by Developer. Weber County zoning ordinances will govern any restrictions on Developer's use of the lots or any common areas.
6. Leases. Any lease agreement between an Eagle Ridge homeowner and a lessee shall be required to provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration, Articles of Incorporation or equivalent instrument and the By-Laws, and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. All leases shall be required to be in writing. Other than the foregoing, there is no restriction on the right of any unit owner to lease his unit.
7. Easements. Easements for installation and maintenance of 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 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.

8. Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon any property within Eagle Ridge and no odors shall be permitted to arise so as to render any such property or any portion unsanitary, unsightly, offensive or detrimental to any other property in the vicinity or to its occupants. No noise or other nuisance shall be permitted to exist or operate upon any such property so as to be offensive or detrimental to any other property in the vicinity or to its occupants. 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 Board.

9. Animals. No animals of any kind shall be raised, bred or kept, with the exception of dogs, cats or other household pets, provided they are not kept, bred or maintained for any commercial purpose. Any animals permitted shall be strictly controlled and kept pursuant to Weber County ordinances.

Exception to the foregoing paragraph will be those lots within the Eagle Ridge Development that are specifically designated for the keeping and use of horses. However, at no time shall Owners allow any animal to make an unreasonable amount of noise or become a nuisance or create unsanitary conditions anywhere in the Development. The Trustees or the Association shall have the authority to prohibit any Owner from keeping any animal which is determined to be a nuisance.

10. Temporary and Other Structures. No structures of a temporary nature, such as a trailer, basement house, tent, shack, garage, barn or any other outbuilding, shall be used at any time as a residence either temporarily or permanently, nor shall said temporary structures be permitted on any property at any time. No old or secondhand structures shall be moved onto any of said lots, it being the intention that all dwellings and other buildings that are erected on said lots, or within said subdivision, shall be new construction and of good quality, workmanship and material and constructed from materials similar to that used on the exterior of the house.

11. Unsightly Articles. No unsightly articles shall be permitted to remain so as to be visible from adjoining property. Without limiting the generality of the foregoing, trailers, mobile homes, trucks other than pickups, boats, tractors, vehicles other than automobiles, campers not on a truck, snowmobiles, snow removal equipment and garden or maintenance equipment shall be kept at all times, except when in actual use, in an enclosed structure or screened from view. Refuse, garbage and trash shall be kept at all times in a covered, noiseless container and any such container shall be kept within an enclosed structure or appropriately screened from view. Service areas, storage piles, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view. No lumber, 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.

12. No Further Subdividing. No lot or common area may be further subdivided, nor may any easement or other interest therein less than the whole be conveyed by the Owner thereof (excluding Developer) without the prior written approval of the ACC. However, nothing herein shall be deemed to prevent or require the approval of the ACC for 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.

13. Signs. Except for any commercial area signs installed by Developer, and or builder, or shown or provided for on any plans approved by Developer for Commercial Area property while still owned by Developer, no sign of any kind shall be displayed to the public view without the approval of the ACC. Such signs may be used by Developer in connection with the development of Eagle Ridge and sale of residences and lots and such signs of customary and reasonable dimensions as set forth by the Committee as may be displayed on or from a residence advertising the residence for sale or lease. Any "for sale" or "for lease" signs not more than three (3) feet by two (2) feet, plain white with black block letters, shall not require Committee approval. A residential identification sign is permitted but should not exceed one (1) square foot in surface area. Numbers on residences shall be located in a position clearly legible from the street, and numbers, not to exceed six (6) feet from ground level, should be lighted to insure nighttime visibility.

14. Overnight Parking. No vehicles of any kind, including but not limited to, automobiles, trucks, buses, tractor trailers, camping vehicles, boats, boat trailers, snowmobiles, mobile homes, two and three wheeled motor vehicles, or other wheeled vehicles shall be permitted to be parked on any street within Eagle Ridge between the hours of 2:00 am and 6:00 am of any morning.

15. 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.

16. Repair of Buildings. No improvement upon any property within Eagle Ridge shall be permitted to fall into disrepair, and each such improvement shall at all times be kept in good condition and repair and adequately painted or otherwise finished by the Owner thereof.

17. Improvements and Alterations. There shall be no excavation or construction or alteration which in any way alters the exterior appearance of any improvement within Eagle Ridge nor removal of any improvement in Eagle Ridge (other than repairs or rebuilding) without the prior approval of the ACC pursuant to Article VIII.

18. Exemption of Developer. Nothing in the Eagle Ridge Restrictions shall limit the right of Developer to complete excavation, grading and construction of improvements to any property within Eagle Ridge owned by Developer, or to alter the foregoing or to construct such additional

improvements as Developer deems advisable in the course of development of Eagle Ridge as long as any lot remains unsold, or to use any structure in Eagle Ridge 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.

19. Rooftop Antennas. No television, ham radio, citizens band or radio antenna or other similar electronic receiving or sending device shall be permitted upon the rooftop or side on any home or elsewhere if exposed to view from the road. Such antennas, if used, must be of the type that is installed within the natural building structure or as permitted by the ACC. In no case will any such receiving or sending antenna or other device be allowed to interfere with the peace and quiet enjoyment of any neighboring lot owner's premises or home entertainment facilities or equipment.

20. Satellite Dishes. The following satellite provisions apply to Eagle Ridge:

- A. Digital receiving dishes, no greater in size than two (2) feet in diameter, can be roof or side mounted, but only on the side or rear elevation of the house.
- B. Larger satellite dishes, greater than two (2) feet in diameter, will be allowed if fully screened, as approved by the ACC, from view of any adjoining lots or roads within the Development.

21. Access. All travel within the Development is restricted to dedicated street right-of-ways. Anyone taking shortcuts between dedicated roads, whether paved or gravel, is trespassing either on a private lot or on a dedicated green belt (unplatted property). Nothing herein is to be construed as prohibiting proper use of common areas and walkways.

22. Motorbikes. All motorcycles, trail bikes, three-wheel power devices, automobiles, two or four-wheel drive recreational type vehicles are to be operated only on established roads and streets and are specifically prohibited from all common areas and footpaths and walkways.

23. Noise Sources. Sources of noise such as air conditioning compressors and speakers, on residences or automobiles, should be installed or used in such a manner so that they will not disturb neighbors or adversely impact wildlife, and shall under no circumstances generate noise levels exceeding 50 db measured at the source.

VII. ARCHITECTURAL CONTROL

1. Architectural Control Committee (ACC). The Board of Trustees of the Association shall appoint a three member Committee, the function of which shall be to insure that all improvements and landscaping within the property harmonize with the existing surroundings and structures. The Committee need not be composed of Owners. The Board itself shall perform the duties required until such a committee is appointed. The new Committee shall be appointed by the Board and shall hold office until such time as resignation or removal of any member. The Board shall have the right to appoint and remove any member of the Committee.

2. Review of Plans. 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 structures and surroundings.

- A. **STANDARDS** - The Committee shall enact appropriate rules and procedures for the submission and approval of plans, specifications and other materials submitted to it. A copy of such rules and regulations that may be adopted, amended or repealed, shall be available for inspection by any owner, prospective owner or agent, or any architect or agent, during normal business hours of the Association office. The Committee's approval, approval with conditions, or disapproval, with a statement of the reasons, shall be given in writing within a reasonable time, not to exceed ten (10) working days after complete review of said plans, specifications and other materials at a regularly scheduled meeting and in accordance with the provisions of Section VII.
- B. **IMPROVEMENTS REQUIRING REVIEW** - All exterior improvements that have an impact on the appearance of the community require review and approval by the Committee, including but not limited to, residences and accessory structures, land alteration by grading, landscaping, fences, exterior lighting, pools, and plantings.

3. Plan Submittal Information. The following design review and plan submittal procedures have been devised for the orderly administration of Architectural Controls, Section VII of the Eagle Ridge Covenants, Conditions and Restrictions. Such approval is conditioned upon compliance with the following procedures:

- A. The owner/builder will sign a Notice of Contract indicating that he has read and understood the Covenants, Conditions and Restrictions;
- B. A plot map, to scale, shall be submitted to the ACC for review describing, property lines, setbacks, sidewalks, easements, buildings and other improvements, dimensions, and any other necessary descriptions of owner/builder's lot.
- C. All lots must retain all water runoff over .02 CFS. Only that total may be drained into common areas.
- D. A site layout plan (on a minimum of a 1"=20' scale) shall be submitted to the ACC showing the following:
 - a) The proposed home, as it will be situated on the lot.
 - b) All drives, walkways, patios, barbecues, outbuildings, etc. and all related dimensions between such.
 - c) Elevation of sewer as it relates to home elevation.
 - d) If applicable, the proposed location of any large satellite dish and screening.

- E. The owner/builder will submit a finish-grading plan specifying the elevations of basement floors, main floors, patios, etc., indicating their relationship to the grade and contour of the particular lot, and provisions for sediment and erosion control.
- F. The owner/builder will submit a complete set of architectural plans including:
- a) A roof plan, to scale, showing materials of finished roof surface and roof loads, live and dead (see "Weber County Snow Loads" chart).
 - b) A floor plan, to scale, showing exterior balconies, decks, provisions for automobile parking including carports and garages, storage buildings, square footage of total living area of residence and dimensions.
 - c) A cross section of the proposed wall of the home indicating type of support, insulation and exterior finish.
 - d) Exterior elevations, to scale, including all dimensions, materials, and lines of existing and finished grades. Detailed information as to the location of stone, brick, siding, trim, roofing material, etc., on any building exteriors.
- G. The owner/builder will select a driveway to asphalt approach plan as per the "Eagle Ridge Driveway Entry Detail" standard.

Any subsequent changes, improvements, or alterations in such plans must be submitted to the ACC 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.

4. Construction. After approval by the ACC of Owner plans, specifications, materials, or improvements, said approved construction, alterations, or landscaping shall be completed within one year after the date of approval, or such longer period as may be specified or approved by the ACC. Should owner or builder fail to accomplish such construction, alteration or other work within covenant time frames, the ACC and/or Board of Trustees shall have the option to arrange for completion of construction, alteration, or landscaping and cause lien to be placed on house for costs incurred.

Materials, debris, and vehicles shall not be permitted outside the platted boundary of the lot being constructed on. If construction is altered, erected, or maintained otherwise than as approved by the ACC, such unapproved construction shall be deemed to have been taken without the approval of the Committee and the owner shall, upon written order of the Committee, remove or otherwise modify such unapproved construction to acceptable appearance, all at owner's cost and without liability to the Committee.

Written notice of any noncompliance with approved specifications shall be given to owner or builder in writing as soon as reasonably possible.

5. No Liability for Damages. Neither the Architectural Control Committee, nor any members or their agents, shall be held liable to the Association or any owner for any loss, damages, or injury by reason of any action, inaction, approval or disapproval by it with respect to

the performance of any of the Committee's duties or requests made pursuant to Articles VII and VIII. The Committee's approval of any plan or design shall not result in any liability from the standpoint of structural safety or conformance with building or other codes.

6. Exception for Developer. The foregoing provisions of Articles VII and VIII shall not apply to any improvement, construction, landscaping, or alteration which is carried out by Developer on any lot or on any part of the Common Areas and which occurs at any time following the date on which this Declaration is filed for record in the office of the county recorder of Weber County, Utah.

VIII. BUILDING RESTRICTIONS

1. 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 with a private garage for not more than three (3) cars, unless otherwise approved by the ACC. All building construction and location must comply with current Uniform Building Codes. Carports are prohibited. "Family" is defined to mean persons related by blood or marriage, by legal adoption, or by operation of law.

2. Building Location. The following minimum yard requirements, as per Weber County ordinances, shall apply to all living units.

A. **FRONT YARD** - No building shall be located on any lot in Eagle Ridge nearer than thirty (30) feet to the front lot line.

SIDE YARD - Each lot in Eagle Ridge shall have a side yard as per county zoning ordinances.

B. **SIDE YARD/CORNER LOTS** - On corner lots the side yard contiguous to the street shall not be less than twenty (20) feet in width, and shall be used for vehicular parking except such portion as is devoted to driveway use for access to a garage.

C. **SIDE YARD/DRIVEWAY** - When used for access to a garage or parking area, a side yard shall be wide enough to provide an unobstructed twelve (12) foot paved driveway which shall have a maximum grade of 6%.

D. **SIDE YARD/ACCESSORY BUILDING** - An accessory building may be located on a side property line, and only if, all of the following conditions are met:

a) The accessory building is located more than six (6) feet to the rear of any main building on the same lot or the lot adjacent to the property line on which said building is being placed.

b) It has no openings on the side that is contiguous to the property line and is of one-hour fire resistant construction on said side.

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- c) It has facilities for the discharge of all roof drainage onto the subject lot or parcel of land.

An accessory building which is more than six (6) feet to the rear of a main building, but which does not conform to the above conditions, shall have a side yard of at least five (5) feet. All other accessory buildings shall maintain the same side yard as a main building.

- E. REAR YARD - Each lot or parcel of land shall have a rear yard of not less than thirty (30) feet.
- F. REAR YARD/ACCESSORY BUILDINGS - An accessory building may be located on the rear property line when said building:
 - a) Has no opening on the side that is contiguous to the property line and has one-hour fire resistant construction on said side.
 - b) Provides facilities to retain all roof drainage on the property on which it is located.

An accessory building that does not meet the above requirements shall be located not less than ten (10) feet from the rear property line.

3. Projections Into Yard.

- A. The following structures may be erected on or project into any adjacent side yard:
 - a) Fences and walls in conformance with Section VIII, #8 of this document.
 - b) Landscape elements, including trees, shrubs, agricultural crops and other plants.
 - c) Necessary appurtenances for utility services.
- B. The structures listed below may project into a minimum front or rear yard not more than four (4) feet and into a minimum side yard not more than two (2) feet:
 - a) Cornices, eaves, belt courses, sills, buttresses or other similar architectural features.

4. 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 from the top back of curb of said lot. Chimneys, flagpoles, church towers and similar structures not used for human occupancy are excluded in determining height.

5. Distance Between Buildings. The distance between any accessory buildings and structures shall comply with county zoning ordinances or codes.

6. Permissible Lot Coverage. All buildings, including accessory buildings and structures, shall not cover more than forty (40%) percent of the area of the lot or parcel.

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7. Dwelling Construction. In order to promote a harmonious community development and protect the character of the neighborhood, the following guidelines are set out:

- A. Dwelling styles, design, alterations or additions will conform to standards determined by the ACC.
- B. Exterior construction materials, textures and colors should reflect the natural environment. These materials will be limited to stone, stone veneer, approved brick, rough sawn or resawn wood siding, or stucco and shall be in earth tones indigenous to the area. Specifications regarding the color, texture, finish and quality for the above will be submitted to the Eagle Ridge ACC.
 - a) Generally unacceptable materials are bright, assertive or reflective colors or materials, corrugated fiberglass, mirrored glass, or aluminum or plastic siding, and imitation materials, unless indiscernible from genuine and approved by ACC.
 - b) All roof vent cap louvers, plumbing stacks, chimney flashing, basketball backboards, down spouts, etc. are to be painted to match the color of the field, roof or trim.
 - c) A side entry garage will be required unless otherwise approved by the ACC.
 - d) Front, sides, and back of houses must have a minimum of 35% of stone, stone veneer, or approved brick.
- C. Roof design shall be limited to a minimum of a 6/12 pitch and a maximum of 12/12 pitch. All roofs in the subdivision shall be of shake, bar tile, or "AA" (architectural asphalt) construction, unless the ACC specifically authorizes otherwise in writing.
- D. Any exposed foundation which, in the discretion of the ACC, does not harmonize with the existing surroundings and structures shall be painted the color of such surroundings, covered with approved siding, or hidden from view with appropriate landscaping of the owner's choice.
- E. All storage or utility buildings, garage or refuse containers, air conditioning equipment, clothes drying lines and utility pipes, etc., must be placed at the rear of the dwelling and located on the site so as not to be conspicuous from the frontage street. All flues must be in rear of structure unless approved by ACC. Galvanized flues must be painted or in the chimney.
- F. Any light used to illuminate garages, patios, parking areas or for any other purposes shall be so arranged as to reflect light away from adjacent residences and away from the vision of passing motorists. Any exterior lighting should not be oriented or aimed so as to offend neighbors. Exterior lamp posts or any free-standing light fixture located in a front yard shall be of such uniform and standardized design that has been selected and approved by the ACC.

- G. Each residence constructed on the property must include a garage large enough for at least two (2) vehicles. The garage shall be fully enclosed.

8. Fences.

- A. **MATERIALS** - Fences or walls shall be of brick, stone, vinyl, or wood (in earth tone colors). No fence or walls of chain link, wire mesh, clump block or unpainted concrete block shall be allowed. All fencing design, materials, or layout shall require final approval by the ACC and be in keeping with the overall harmony of existing structures and surroundings.
- B. **HEIGHT** - Fences, walls or hedges shall not exceed six (6) feet and shall not extend beyond the front yard set back at any point.
- C. **DIMENSIONS** - No wall, fence or opaque hedge or screening materials higher than thirty-six (36) inches shall be maintained within a required front yard. A masonry privacy wall may be erected, with ACC approval, if said wall does not extend more than eighteen (18) feet into the required front yard, does not exceed more than three (3) feet in height, and does not extend closer to a side property line than the required side yard forward extension line. In no case shall such a privacy wall extend into the clear vision area of a corner lot as defined by the ACC nor shall it be a sight distance hazard to vehicular or pedestrian traffic.

9. Landscaping. The following landscaping provisions shall apply to Eagle Ridge:

- A. The owner/builder will submit a set of landscape plans for the front and side yards, to scale, showing general constructions, plant species and size, fences, walls, trellises, installed materials and lighting proposals.
- B. Within eighteen (18) months of occupancy of any home, the homeowner must have substantially completed the approved front and side yard landscaping.
- C. Should any homeowner fail to comply with the provisions of this section, the ACC shall have power to obtain an order from a court of proper jurisdiction requiring specific performance or alternatively may complete the landscaping and require the homeowner to pay a reasonable amount for such completion. The amount owing shall constitute a lien on the homeowner's lot and home until such payment is made.

10. Drainage. There shall be no interference with the established drainage pattern over any property within Eagle Ridge unless adequate provision is made for proper drainage and is approved by the ACC. For the purposes hereof, "established" drainage is defined as the drainage which exists at the time the overall grading of the Association property, tract or lot, as the case may be, is completed, or which is shown on any plans approved by the ACC.

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11. Mail Boxes. Mail boxes are to be constructed from the same masonry or rock materials in the house or as approved by the ACC.

12. Public View Articles. The following items shall not be exposed to public view:

- A. Air conditioning units, or other mechanical devices of similar visual characteristics. No swamp or evaporative coolers are allowed at all.
- B. Boat, camper or motor vehicular storage or areas for prolonged storage of building materials.
- C. Electric meter panels, gas meters, fuel storage tanks, and any other items that tend to deteriorate the image of the community or its appearance.

13. Variances. The Architectural Control Committee or Trustees may allow reasonable variances or adjustments of these Covenants in order to overcome practical difficulties and prevent unnecessary hardships. However, such variance must be done in conformity with the overall intent and purposes of the Eagle Ridge Community. Any variances or adjustments may not be materially detrimental or injurious to other property or improvements in the development.

Dated: March 12, 1999

"Declarant"

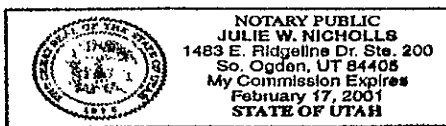
OPHEIKENS AND COMPANY, INC.

By Orluff Opheikens
Orluff Opheikens, President

STATE OF UTAH)
) ss
COUNTY OF WEBER)

On the 12 day of March, 1999, before me, a notary public, personally appeared ORLUFF A. OPHEIKENS, personally known to me to be the person who executed the within instrument as President of OPHEIKENS & COMPANY, INC., the corporation named therein, and acknowledged to me that the corporation executed it.

WITNESS MY HAND AND OFFICIAL SEAL.



Julie W. Nicholls
NOTARY PUBLIC

BOUNDARY DESCRIPTION

A PART OF THE SOUTHEAST 1/4 OF SECTION 21, T7N, R1E, SLB&M, BEGINNING AT A POINT ON THE WEST LINE OF PATIO SPRINGS UNIT NO.1 CLUSTER SUBDIVISION, SAID POINT BEING SOUTH 639.85 FEET AND WEST WEST 742.44 FEET FROM THE EAST QUARTER CORNER (WCS BRASS CAP 1981) OF SAID SECTION 21 (BASIS OF BEARING N 00°20'47" E FROM SAID CORNER TO THE NE CORNER OF SAID SECTION 21); THENCE AS FOLLOWS:

COURSES:

S 00°16'43" W	1361.83 FT.	ALONG SAID WEST PATIO SPRINGS WEST LINE; THENCE
N 68°02'35" W	268.29 FT.	THENCE;
N 78°18'42" W	60.59 FT.	THENCE;
N 69°40'27" W	390.37 FT.	THENCE;
N 25°38'33" E	181.11 FT.	THENCE;
N 11°22'41" W	338.70 FT.	THENCE;
S 78°37'19" W	171.08 FT.	TO A NON-TANGENT CURVE TO THE LEFT; THENCE
NORTHWESTERLY	6.21 FT.	ALONG SAID CURVE TO A TANGENT LINE (DELTA=01°23'43", R=255.11, T=3.11, CH=6.21', CHB=N 10°40'50" W); THENCE;
N 11°22'41" W	307.19 FT.	TO A TANGENT CURVE TO THE LEFT; THENCE;
NORTHWESTERLY	121.87 FT.	ALONG SAID CURVE TO A NON-TANGENT LINE TO THE RIGHT (DELTA=13°10'31", R=530.00, T=61.21, CH=121.61, CHB=N 17°57'57" W); THENCE;
N 76°14'57" E	963.90 FT.	TO THE P.O.B.
		CONTAINS: 19.511 ACRES (INCLUDING COMMON AREA) AND 17 LOTS

Eagle Ridge Cluster Ph 1.

~~22-139-0001 THROUGH 22-139-0017~~

22-139-0001-0018