



\*W2276229\*

DECLARATION OF BUILDING AND USE REST

STONERIDGE SUBDIVISION  
NORTH OGDEN, UTAH

E# 2276229 PG 1 OF 6  
ERNEST D ROWLEY, WEBER COUNTY RECORDER  
06-JUL-07 4:39 PM FEE \$83.00 DEP VD  
REC FOR: MOUNTAIN VIEW TITLE - OGDEN  
ELECTRONICALLY RECORDED

Part A. Preamble

Know All Men by These Presents:

That Whereas, The Undersigned, being the owner of the following described real property located in Weber County, State of Utah, to-wit:

All of the lots 1-64, Stoneridge Subdivision, according to the official plat thereof, as recorded in the office of the County Recorder of Weber County. 16-265-0001 thru 16-265-0033  
16-264-0001 thru 16-264-0031

7  
7

Do hereby establish the nature of the use and enjoyment of all lots in said subdivision and do declare that all conveyances of said lots shall be made subject to the following conditions, restrictions and stipulations:

Part B. Residential Area Covenants

1. North Ogden City Zoning and Subdivision Ordinances. All lots in the Subdivision shall be subject to North Ogden Zoning and Subdivision Ordinances and the development and improvement of all lots therein shall be in compliance therewith.

2. Land use and building type. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height above ground. All construction to be of new materials, except that used brick may be used with prior written approval of the Architectural Control Committee. All homes are to be built on site, no pre-fabricated homes will be allowed. Any outbuildings must be approved in advance by the Committee as to the size, architectural design, materials and location.

3. Architectural Control. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved in writing by the Architectural Control Committee as to quality of workmanship and materials and the harmony of the external elevation, with existing structures, and as to location with respect to topography and finish grade elevation. Any fence installed on a lot shall be of vinyl only. No wood or chain link fence will be allowed. All fencing will be in accordance with North Ogden City Building Codes.

4. Dwelling Size. The permitted dwelling shall have an attached, enclosed garage for at least 2 and no more than 4 vehicles. Any single level ranch style or rambler with a basement shall have at least 1700 square feet, exclusive of basement, open porches and garages. A two story dwelling shall have no less than 1200 square feet on the main level and no less than 2200 square feet above ground exclusive of open porches, basement and garages. For the lots that have less than 95 foot frontages, the minimum size will be 1500 square feet for any single level

ranch or rambler with basement, exclusive of basement, open porches and garages and will require at least a 3 car attached garage. No carports will be allowed.

5. Appearance of dwelling: The front exterior of the dwelling shall be at least 75% brick, rock or stone surface, the sides shall have at least four feet (4') of brick, rock or stone surface with the balance in brick, rock, stone or stucco only, no siding of any type will be allowed. The exterior elevation of the dwelling must meet the approval of the Architectural Control Committee with respect to the workmanship, materials and overall harmony with the existing structures. All buildings shall have at least a 6 x 12 pitch. All shingles shall be architectural asphalt shingles. All exterior colors must be approved by the Committee before exterior finished are started. It is the intent and purpose of this covenant to assure that all dwellings shall be of quality workmanship and materials.

6. Building Location. No building shall be located on any lot nearer to the front line or nearer the side street line than the minimum building setback lines shown on the recorded plat and subject to local building codes.

7. Finished Floor and Water Table Elevation. The finished floor elevation will be the responsibility of the owner. A buyer of any lot in the Subdivision assumes all of the responsibility as to the depth in which they put their footings and foundation and holds the developer and North Ogden City harmless from any damages that may come due to ground water.

8. Easement. 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. The easement area of each lot and all improvements in it shall be maintained continuously by the lot, except for those improvements for which a public authority or utility company is responsible.

9. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No automobiles, trailers, boats, or other vehicles are to be stored on streets at any time. Such items may be stored on lots if they are in running condition, properly licensed and are being regularly used. Such items shall not be stored in areas that detract from the visual appeal of the subdivision. All roof mounted heating and cooling equipment are to be placed on the back side of the roof, out of view from the street. All TV antennas are to be placed in the attic out of view. Satellite dishes, etc. are to be hidden from view from the street.

10. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out buildings shall be used on any lot at any time as a residence, either

temporarily or permanently. No mobile homes or pre-fabricated homes are permitted.

11. Signs. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period. Signs must meet the specification of North Ogden City.

12. Animals. No large animals will be allowed in the subdivision. Up to two (2) domestic pets per unit will be allowed, provided they are properly licensed and registered (if required) with the appropriate governmental agencies. Pets may not create a nuisance, i.e. Causing damage to property, causing unreasonable foul air odors, causing unsanitary conditions, defecating on any common area when the feces are not immediately cleaned up by the responsible party, barking, howling, whining or making other disturbing noises in an excessive, continuous or untimely fashion, molesting or harassing or attaching or threatening to attack people or other domestic animals or otherwise acting so as to bother, annoy or disturb other reasonable residents or interfering with their right to peaceful and quiet enjoyment of their property. All animals shall be subject to the North Ogden Zoning Ordinance.

13. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. Each lot and its abutting street are to be kept free of trash, weeds, refuse and any items that may cause a fire hazard. No unsightly materials or other objects are to be stored on any lot in view of the general public.

14. Sight Distance at Intersection. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines or in case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on all driveways. No trees shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

15. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts shall be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or gas shall be erected, maintained, or permitted upon any lot.

16. Landscaping and protection of concrete improvements. Landscaping is to be complete within 1 year of completion of the construction of the main structure, including but not limited to sprinkling system and lawn. Poplar, Ash, Russian Olive or any form of Cottonweed tree will not be permitted within the subdivision. All landscaping is to be nurtured and maintained at all times. After closing of the lot, buyer is responsible for any damages that may occur to the

sidewalk or curb and gutter. Landscaping in the park strip area will be limited to desert or rock landscaping requiring no water. The remaining area, exclusive of house and driveway, will be limited to no more than 70% irrigated area.

17. Slope, Storm Water and Drainage Control. All landscape improvements and slope grading is to allow all run-off water to enter the established drainage channels or gutters. No sloping will be allowed that directs run-off water onto adjoining lots. All run-off water that enters the drainage channels or gutters will be sediment free by means of placement of sediment control barriers, if required during the course of construction, or prior to the establishment of final landscaping.

18. Parking and storage. No damaged (in excess of \$1,000.00) or inoperative motor vehicle or transportation device of any kind shall be placed or remain on any lot or adjacent street for more than forty-eight-(48) hours. No recreational, oversized or commercial type vehicle and no tractor-trailer shall be parked on the front or side yard setback of any lot except when loading or unloading or engaged in transportation. No pads for storage of vehicles or other materials either temporarily or permanently shall be constructed or installed, nor shall any trailers, mobile homes, trucks over three (3) quarter ton capacity, boats or watercraft, campers not on a truck bed, motor homes, buses, tractors, commercial, oversized or recreational vehicles, or maintenance and commercial equipment of any kind be parked or stored in the Subdivision unless it is behind the front yard setback and without the side yard building setback on the street side of a corner lot, and parked in a manner so as not to impair the view or line of sight of another lot. No owner or resident may repair, change the oil or other fluids of, or restore any motor vehicle of any kind in, on or about any lot, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility.

19. Condition of Public Areas during Construction. All construction within the Subdivision shall be performed in a professional manner. All City Ordinances, including but not limited to, noise and storm water management shall be complied with. Roadways shall be kept clean and clear of debris throughout construction. Dirt, mud or debris left on roadways shall be swept and removed within four hours. Each homeowner/homebuilder shall protect the integrity of sidewalks and curb and gutter abutting their lot. Damage to curb, gutter and sidewalks will be assessed at the market rate for repair. All repairs shall be made by developers and paid for by lot owner/homebuilder. Failure to pay for said repairs will result in a lien being placed on the owner's property.

#### Part C. ARCHITECTURAL CONTROL COMMITTEE

1. Membership. The Architectural Control Committee (the "ACC") shall consist of Jeff Hales, Kami Marriott, Jed McCormick and Brett Satterthwaite so long as the developer owns any of the lots in the subdivision and thereafter, each owner individually, or a committee thereafter appointed by a majority vote of all of the then current owners of the lots. Notwithstanding the foregoing provisions, the ACC 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, in carrying out the duties of a Committee Member. The sole responsibility for compliance with the provisions of this Declaration shall rest with the lot owners in the Subdivision. Once all lots have been built upon, the ACC shall change and the lot owners will be voted on and become the new Committee.

2. Procedure. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required, and the related covenants shall be deemed to have been fully complied with.

Part D. GENERAL PROVISIONS

1. Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of forty years from the date these covenants are recorded, after which time, said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

2. Enforcement. Any owner of any lot in the Subdivision may enforce the covenants contained herein through any proceeding at law or any equity against any person violating them to enjoin or prohibit any violations and to recover any damages suffered by any lot owner.

3. Severability. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

4. Acceptance of Restrictions. All purchasers on lots in the Subdivision shall, by entering into contracts to purchase and accepting deeds for such lot, be conclusively deemed to have consented and agreed to all restrictions, conditions, terms, agreements and covenants herein contained.

Dated this 19 day of June, 2007

Valeo Management Corporation

  
By: Brett Satterthwaite

STATE OF UTAH  
COUNTY OF WEBER

On this 19 day of June, 2007, personally appeared before me, Brett Satterthwaite, who under oath acknowledged to me that they represents the Owners of record of Stoneridge Subdivision and that they executed the above instrument for and in behalf of Stoneridge Subdivision.

NOTARY PUBLIC: \_\_\_\_\_  
RESIDING AT: \_\_\_\_\_



Bart Christensen  
Bart Christensen

STATE OF UTAH  
COUNTY OF WEBER

On this 19 day of June, 2007, personally appeared before me, Bart Christensen, who under oath acknowledged to me that they represents the Owners of record of Stoneridge Subdivision and that they executed the above instrument for and in behalf of Stoneridge Subdivision.

NOTARY PUBLIC: \_\_\_\_\_  
RESIDING AT: \_\_\_\_\_

