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DOUG CROFTS
WEBER COUNTY RECORDER
DEPUTY *[Signature]*
MAY 18 4 17 PM '88

DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS, RESTRICTIONS, AND EASEMENTS
AFFECTING PROPERTY OF
NATHAN BARKER SUBDIVISION, PHASE 3,
NORTH OGDEN CITY, WEBER COUNTY, STATE OF UTAH

FILED AND RECORDED FOR
U. S. TITLE

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MAY 18 1988

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THIS DECLARATION, made this 22nd day of MARCH 1988,
by DAVID G. MITCHELL the developer hereinafter referred to as
DECLARANT;

WITNESSETH:

WHEREAS, DECLARANT is the legal and beneficial owner of
real property described in article I of this Declaration and
in testimony of subjecting said real property to the
covenants, conditions, reservations, and easements
hereinafter set forth:

NOW, KNOWINGLY, DECLARANT hereby declares that the
property described in and referred to in Article I hereof is
being sold, to be sold, sold, conveyed, leased, occupied,
mortgaged, hypothecated, and mortgaged subject to the
following covenants, restrictions, conditions, and covenants
between themselves and the several owners and purchasers of
said property and their heirs, successors and assigns.

THE Covenants, conditions, and agreements contained herein are made for the
joint, mutual, and reciprocal benefit of each and every lot
created within the property described in Article I hereof and
to constitute a legal, natural and equitable servitude upon
the several lots in favor of every other lot created on the
said property and to create reciprocal rights and



obligations between the respective owners of all of the lots so created, and to create a privity of contract and estate between the grantor and the grantees of said lots, their heirs, successors, and assigns, as to each said lot, and to create as covenants running with the land for the benefit of all other lots as follows:

ARTICLE I

PROPERTY DESCRIPTION

The real property referred to above and hereinafter is located in North Ogden City, Weber County, State of Utah, and is more particularly described as follows, to-wit:

All of Nathan Barker Subdivision, Phase 3, according to the official plat recorded in the Office of the County Recorder, Weber County, State of Utah.

No property other than that described above shall be deemed subject to this Declaration unless and until specifically made subject thereto. The DECLARANT may, from time to time, subject additional real property to the conditions, restrictions, covenants, and reservations herein set forth by appropriate reference thereto.

ARTICLE II

ARCHITECTURAL CONTROL COMMITTEES

Membership. The Architectural control committee is composed of SHARON K. MUIRBROOK, and JOSEPH ROTTLER, and LYNN L. MUIRBROOK. A majority of the Committee may designate a representative to act for it. Neither the

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act for it. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The Committee shall be composed of a least three (3) members at all times and may release and appoint new members to said Committee with majority approval.

2. Term. The Committee shall remain in existence until such time as all of the lots in said subdivision are built.

3. Functions. The functions of said Committee shall be to review, approve, or reject any plans or specifications for structures to be erected on lots in said tract, so that such structures conform to the restrictions and general plans of the DECLARATION for the improvement and development of the tract. Nothing in this paragraph shall be construed as authorizing or empowering the Committee to change or waive any restrictions set forth in this Declaration, except as specifically provided. The Committee may act by any majority of its members; any authorization, approval, or power made by said Committee shall be in writing or signed by at least two (2) members.

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 proposed structure have been approved by the Architecture Control Committee as to quality of workmanship and materials, harmony of external design with adjacent structures, and as to location with respect to

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topography and finish grade elevation. No fence or wall shall be erected, placed, or altered on any lot nearer to any street than the minimum building setback line, as determined by the Architectural Control Committee, unless similarly approved.

4. 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, shall fail to approve or disapprove within thirty (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.

5. Enforcement. Enforcement shall be affected by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either by restraining the violation or recovery of damages. Either the Architectural Control Committee or any property owner affected by any violation of these covenants is hereby authorized and empowered to bring such action.

ARTICLE III

IMPROVEMENTS

1. Type of Structures. Lots shall be used only for single-family dwellings. Said single-family dwellings shall comprise not less than 1050 square feet on ground level with an attached two (2) car garage, or 1,100 square feet on

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ground level with attached single car garage or two (2) car carport, or 1,250 square feet on ground level without a garage or carport. All dwellings in the subdivision shall meet all Uniform Building Code requirements. All dwellings shall have "hip" or "gabled" roofs; flat, graveled, or built-up roofs shall not be permitted. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

2. Authorization for Adjustments. The Architectural Control Committee shall have authority and power to reduce the single-family dwelling square footage requirements, as set out in the above paragraph, when, in the Committee's best judgment, the plans represent a uniquely designed single-family dwelling, which would add character and/or value to the subdivision.

3. Landscaping. All family dwellings are to be landscaped in front and on sideyards within one (1) year after construction begins.

4. Ground Water Drain. The Developer has provided the subdivision with a ground water drain system. For the good of the Development as a whole, each and every structure built with the bottom of the footings in the natural ground in excess of two feet in depth shall be required to install and engineer-approved ground water drain system around said structure; this drain will be hooked at the home owner's expense to master ground water drain system. The proposed

drain system for each home must be approved by the Architectural Control Committee at the same time the Committee approves the home plan.

ARTICLE IV
RESTRICTIONS

The use, development, enjoyment, ownership, transfer, and hypothecation of all lots and land within the property described in Article I hereof shall be subject to the following restrictions:

1. Private Residence. Said premises shall be used for private residence purposes only, except as hereinafter set forth. No structure of any kind shall be moved from any other place upon said premises, nor shall any incomplete building be permitted to remain incomplete for a period in excess of one (1) year from the date said building was started.

2. Setbacks. All dwelling houses or other structures shall be constructed or situated on any of said lots in conformity with the Front, Side and Rear Setback lines established by City Zoning Ordinances.

3. 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. Containers or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

4. Cats, Animals, Etc. No animals, except for dogs,

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Cats, and domestic household pets, not to exceed two (2) total, may be kept. Animals shall not be maintained for any commercial purpose.

5. Signs. No sign of any kind shall be displayed to the public view on any lot, except property-for-sale signs, or a contractors advertisement to build on a vacant lot or a lot where construction is in process.

6. Nuisances. No noxious or offensive trade or 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.

ARTICLE V

GENERAL PROVISIONS

These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) 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.

ARTICLE VI

EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved, as shown on the attached plat.

ARTICLE VII

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RESUBDIVISION OF SITES

None of said lots may be resubdivided, unless approved in writing by the DECLARANT, his successors or assigns.

ARTICLE VIII

SEVERABILITY

It is expressly agreed that in the event any covenant, condition, or restriction hereinbefore contained, or any portion thereof, is held invalid or void, such invalidity or voidness shall in no way affect any valid covenant, condition, or restriction, which shall remain in full force and effect.

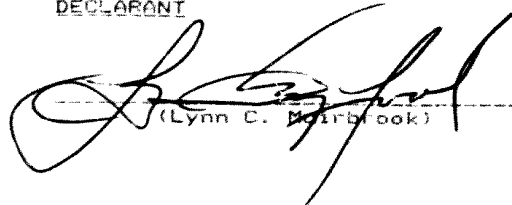
ARTICLE IX

ACCEPTANCE OF RESTRICTIONS

All purchasers of property described above shall, by acceptance of contracts or deeds for any lot or lots shown thereon, or any portion thereof, be conclusively deemed to have consented and agreed to all restrictions, conditions, covenants, and agreements set forth.

IN WITNESS WHEREOF, I have set my hand this 22ND day of MARCH 1988.

DECLARANT

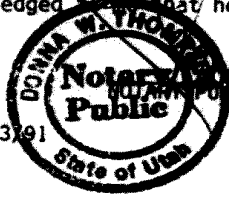


(Lynn C. Deirbrook)

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STATE OF UTAH)
) :ss
COUNTY OF WEBER)

On the 22nd day of March, 1988, personally appeared before me, LYNN
C. MUIRBROOK, the signer of the foregoing Declaration of Protective
Covenants, who duly acknowledged that he executed the same.



My Commission Expires: 4/23/91
Residing In: Roy, Utah

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