

11-238-0001 thru 0025  
11-239-0001 thru 0014  
11-240-0001 thru 0010

DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
NORTH STAR SUBDIVISIONS NO. 1 AND NO. 2  
A Single Family Home Development

This declaration is made this 8<sup>th</sup> day of July 1997 by Webco, Inc., owner of the following described property situated in Ogden City, Weber County, Utah :

All of lots 1 through 39, North Star Subdivision No. 1 and all of lots 40 through 49, North Star Subdivision No. 2, according to the official plats thereof filed with the Weber County Recorder, copies of which are attached as Exhibits 1 and 2.

**TO WHOM IT MAY CONCERN:**

Whereas, Webco, Inc., a Utah Corporation, the present owner of North Star Subdivisions No. 1 and No. 2, is desirous of placing covenants, conditions and restrictions upon said lots for the mutual benefit and protection of the present and future owners thereof,

NOW THEREFORE, for and in consideration of the mutual covenants herein, and other good and valuable considerations, the aforementioned owner, its successors or assigns, do hereby declare that the covenants hereinafter specifically set forth are to run with the lots and they shall be binding on all parties and all persons claiming under them for a period of 40 years from date hereof, at which time said covenants shall automatically be renewed and continued for successive periods of ten years, unless the owners of the said lots, by a majority vote, agree to alter or terminate any or all of said covenants. In the event any part hereto, or their successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute an action at law or in equity against the person or persons violating or attempting to violate any of the covenants herein and either to enjoin or prohibit such violation or for damages or other compensation, or both, for any such violation.

In the event any of the covenants herein or any part thereof shall be declared invalid by any court of competent jurisdiction, the remaining covenants contained herein shall in no way be affected by such judgment but shall remain in full force and effect.

**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 and private garage for not less than 2 nor more than 3 cars. The Architectural Control Committee may, however, permit one or more of the lots to be used for school or church

E# 1481201 BK1870 PG1688  
DOUG CROFTS, WEBER COUNTY RECORDER  
08-JUL-97 220 PM FEE \$70.00 DEP MH  
REC FOR: EQUITY.TITLE

Page 2 - North Star 1 & 2 Covenant

purposes or to be used for recreational facilities for the benefit of the owners for some or all of the other lots described above. Any prefabricated, modular or preconstructed buildings of any type must be approved in advance by the Architectural Control Committee. No mobile homes are permitted. All construction to be of new materials.

**ARCHITECTURAL CONTROL:** No building shall be erected, placed or altered on any lot until the construction plans and specifications and site plans showing the location of the structure have been approved by a majority of the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to locations with respect to topography and finished grade elevation and to meet Ogden City Requirements. All plans and specifications must be approved by the committee prior to starting construction. Two complete sets of plans shall be submitted to the committee before construction can commence. An approved set will be signed and returned to the contractor and one signed set will be retained in a permanent file by the owner/developer. Construction on all lots must commence within 18 months of the purchase closing date. The committee is entitled to approve plans and specifications which are not in strict compliance with these covenants, if the committee determines such would be in the best interest of the subdivision. No structure of any kind shall be moved from any other prior residence upon said premises, nor shall any incomplete building be permitted to remain incomplete for a period in excess of one year from the date the building was started, unless approved by the Architectural Control Committee. No fence shall be erected or wall shall be erected, placed or altered on any lot nearer to any street than the minimum set back line of the rear of the home unless similarly approved. All fences are to be continually maintained and built so as to be attractive in appearance and not detract from the quality of the neighborhood. Any remodeling or addition must meet these same covenants and be built with the same exterior materials as the primary structure.

The Architectural Control Committee is composed of Richard M. Webber, Thomas C. Webber and Brent A. Nelson. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representative, shall be entitled to any compensation for services performed pursuant to these covenants. At any time, the then recorded owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or restore to it any of its power and duties.

Any lot owner may apply for a variance to covenants by submitting in writing to the Architectural Committee any necessary changes. The Committee's approval or

disapproval of any plan or variance to any of the covenants as required in these covenants, shall be in writing.

**BUILDING QUALITY AND SIZE:** No dwelling shall be permitted on any lot at a cost of less than \$70,000.00, plus lot, based upon the cost levels prevailing on the date of these covenants, it being the intention and purpose of the 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 produced on the date these covenants are recorded at the minimum costs stated herein for the minimum permitted dwelling size.

The following **MINIMUM FINISHED** square foot living area requirements shall apply:

1. **One story dwellings (Ramblers):** The finished main floor area of the main structure shall not be less than 1,000 square feet, exclusive of porches and garages.
2. **Two Story Dwellings:** The combined finished floor area above the curb level shall not be less than 1,600 square feet, exclusive of porches and garages.
3. **Multi Level Buildings:** The combined finished floor areas above curb level shall not be less than 1,100 feet exclusive of porches and garages.
4. **Split Entry Dwellings:** The combined area of the two levels above ground shall not be less than 1,500 square feet with the finished main floor area (Including kitchen, living room and bedrooms) not less than 1,000 square feet, exclusive of porches and garages.

**THE EXTERIOR** shall include brick, stucco, stone or a combination of these materials, with aluminum or vinyl siding being limited to soffit, fascia, gable ends, side, rear, and 70% of the front elevation. Other exterior materials may be used upon written approval of the Architectural Committee. In any event, all exterior designs must be approved by the Committee before construction begins. All roofing will be of at least 15 year asphalt shingles, tile or shake shingles. Other roofing materials must be approved in advance by the Architectural Control Committee. Roof pitch shall not be less than 4/12. Any detached garages must be constructed with the same external building materials as the primary residence.

**SET BACKS:** No building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 20 feet to any side street line. The minimum distance for the main building from the rear lot line shall be 15 feet. The minimum distance from any side lot line shall be 8 feet from one side and 10 feet from the other side (10 and 8 side yards). For the purpose of this covenant, eaves, steps and open porches shall not be considered a part of the building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. A detached garage or other

Page 4 - North Star 1 & 2 Covenant

permitted accessory building may be located next to a side lot line, but must be located behind the dwelling, in accordance with the Ogden City Zoning Ordinance.

**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. 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.

**CURB AND GUTTERS:** Buyer hereby warrants that they have reviewed the curb and gutter and sidewalks that abut to and are part of the lots being purchased and accept the curb, gutters and sidewalks in their current condition. Buyers also warrant the curb, gutter and sidewalk to be free from defects to Ogden City for a period of two years from the date of closing of the purchase of said lot (s).

**SUB SURFACE DRAINS:** Sub Surface Drain lines have been installed to each lot for the purpose of helping to protect the homeowners against possible ground moisture. Dwelling construction shall include, at the homeowner's expense, the installation of a sub surface drain system around the footing of the dwelling and said drain system shall be tied into the existing sub surface drain lateral located in the lot 5 feet inside the sidewalk. Maintenance of the sub surface laterals will be the sole responsibility of the home owners. In any event, the developer assumes no responsibility for any flooding that may occur in any home.

**NUISANCES:** No noxious or offensive activity or noise shall be carried on upon any lot, or shall anything be done thereon which may become an annoyance or nuisance in the neighborhood. Each lot is to be developed and maintained by its owner in an attractive, safe and sanitary manner. No clothes line, outbuildings or storage of any articles which are unsightly in the opinion of the Architectural Control Committee will be permitted unless it is an enclosed area built and designed for such purposes. No automobiles, trailers, motor homes, recreational vehicles, boats or other vehicles are to be stored on the streets, nor shall such vehicles be stored on the front, side or rear of the lots unless they are in running condition, properly licensed, and are being regularly used. Vehicles shall be parked in driveway areas only.

**TEMPORARY STRUCTURES:** No structures of a temporary character, trailer, mobile home, basement home, tent, shack, garage, barn, or other out building shall be used on any lot at any time as a residence, either temporarily or permanently.

Page 5 - North Star 1 & 2 Covenant

**GARBAGE AND REFUSE DISPOSAL:** No lot shall be used as or maintained as a dumping ground for rubbish, trash, garbage or other waste and such materials shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No trash, refuse or construction debris may be burned on any lot at any time, neither in an incinerator nor open fire. Each lot and its abutting street is to be kept free of trash, weeds and other refuse by the lot owner. No unsightly material or objects are to be stored on any lot in view of the general public. No lot owner or home owner will place grass clippings, yard clippings or other debris on any vacant lots within the project.

**ANIMALS:** No livestock, poultry, or animals other than dogs, cats or other household pets may be kept on the premises as permissible within current zoning regulations. A total of two dogs and/or cats are permissible provided that they are not kept, bred or maintained for any commercial purposes and are restricted to the owners premises and under handlers control. Leashes will be required at all times on dogs outside fenced areas and dog manure retained on the owners own premises.

**LANDSCAPING:** Each lot is to be landscaped within 18 months of its initial purchase or within 12 months of the occupancy date of completion of any structure built upon said lot. Landscaping of lots shall be considered complete when the front 30' of the lot is planted with grass and maintained, and the remainder of the lot is cultivated or planted and kept free of weeds and debris. The parking strip between the curb and sidewalk shall also be landscaped with grass, trees, or shrubs within the above mentioned time frame. Trees, lawns, shrubs and other plantings provided by the owner either before or after construction of a dwelling unit upon said lot shall be properly nurtured and maintained or replaced at the owners expense.

**SIGNAGE:** 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 said of not more than five square feet advertising the property for sale or rent, or signs used by the builder to advertise the property during the construction and sales period.

**MINERAL RIGHTS:** No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

**FENCING:** 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

Page 6 - North Star 1 & 2 Covenant

on any corner lot within the triangular area formed by the street property lines and line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sightline limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway pavement. No tree 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. All fencing and its location must be approved in advance the Architectural Control Committee.

**ROOFTOP ANTENNA:** 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 of any home or elsewhere if exposed to the view from any other lot, unless approved by the Architectural Control Committee. In no case will any such device be allowed to interfere with the peace and quiet enjoyment of any neighboring lot owner's premises or home entertainment facilities or equipment.

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

**ENFORCEMENT:** Enforcement shall be proceedings at law or in equity against any person or person in violation or attempting to violate any covenant either to restrain violation or to recover damage.

**SEVERABILITY:** Invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

**RELEASE:** Purchaser hereby agrees to accept the lot in its current condition and releases the seller from any and all claims, actions, demands, rights, damages, losses, costs, expenses, or liabilities, known or unknown, which arise out of or in connection with the environmental condition of the Property. The term "environmental condition" shall mean any condition with respect to the Property which could or does result in any damage, loss,

Page 7- North Star 1 & 2 Covenant

cost, expense, or liability to or against the owner of the Property by any third party (including, without limitation, any governmental entity).

WITNESS MY HAND THIS 8 DAY OF JULY A.D. 1997

WEBCO, INC.

*[Signature]*  
RICHARD M. WEBBER  
PRESIDENT

BENCHMARK REAL ESTATE CO.

*[Signature]*  
BRENT A. NELSON  
PRESIDENT

STATE OF UTAH )  
 ) :ss  
COUNTY OF WEBER )

On this 8 day of July, 1997, personally appeared before me RICHARD M. WEBBER the President of WEBCO, INC., the signer of the within instrument.

*[Signature]*  
NOTARY PUBLIC

STATE OF UTAH )  
 ) :ss  
COUNTY OF WEBER )

On this 8 day of July, 1997, personally appeared before me BRENT A. NELSON the President of BENCHMARK REAL ESTATE CO., the signer of the within instrument.

*[Signature]*  
NOTARY PUBLIC

