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Mt Ridge HOA
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DOUG CROFTS
Weber County Recorder
County SC

089592A



Mountain Ridge Subdivision Amendments to Covenants, Conditions, and Restrictions

10 of 5 (1)

KNOW ALL MEN BE THESE PRESENTS:

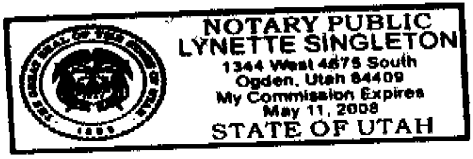
The current Board of Trustees, along with the members of the Mountain Ridge Homeowner's Association (HOA), have amended the original Covenants, Conditions, and Restrictions that were recorded on October 27, 1998 in Book 1965 Pages 2901-2920 Entry Number 1584301.

Attached is the amended portion of the Covenants, Conditions, and Restrictions ONLY ... Please refer to original recording for the complete CCRS.

STATE OF UTAH

COUNTY OF WEBER

On this 7 day of September 2004, Kara E Lochhead current Chairperson of the Board of Trustees for the Mountain Ridge Homeowners Association, a non-profit corporation, acknowledged to me that the said documents are correct and shall be executed as the same.



[Signature]
Notary Public

Kara Lochhead
Kara Lochhead

11-278-0001 to 0027
11-279-0001 to 0031
11-268-0001 to 0016
11-269-0001 to 0023
11-270-0001 to 0025
11-294-0001 to 0023
11-324-0001 to 0018
11-332-0001 to 0015
11-345-0001 to 0014

Each home must have at least a two-car garage and a driveway of no less than eighteen (18) feet in length.

- (d) Front. Any Lot situated on land within 100 feet of the border of the Subdivision (a "Periphery Lot") may only have a home that fronts onto the street. A corner Periphery Lot, bordered by two perpendicular streets, may have a home fronting either street. A Periphery Lot abutting two parallel streets may only have a home that fronts onto the street that borders the Subdivision.
 - (e) Height. The maximum height for any building on a Lot shall be 35 feet.
11. Out Buildings. It is understood that out buildings, such as storage sheds, swimming pools and dressing facilities, tennis courts and dressing facilities may be constructed on any Lot so long as they are in conformity with harmonious development of the Subdivision and receive prior approval of the ACC. No such out building shall at any time be used for human habitation, either temporarily or permanently.
12. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shall be shown on the Plat Maps. Within these easements, no permanent structure, planting, or other material shall be placed or permitted which may damage or interfere with installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements. Construction or planting of easily removable items on said easement areas shall be permitted, such as wood or chain link fences, bushes, shrubs or sod. The easement for each Lot and all improvements thereon shall be maintained continuously by the owner of the Lot, except for those improvements for which a public authority or utility company is responsible or for which the HOA has assumed or been assigned responsibility for maintenance.
13. Nuisances. No noxious or offensive trade or activity shall be conducted on any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. All recreational vehicles shall be parked off the street and screened from view from the street at the setback line of the residence. Recreational vehicles shall not be parked overnight on the street nor in driveways in front of the residence set-back line, but shall be allowed to remain overnight on the property only if housed in a garage or screened from the street behind the residence set-back line as defined herein. Failure to comply with the provisions hereof shall constitute a nuisance. No mobile or prefabricated home will be permitted on any Lot for occupancy. No used building of any kind shall be placed on any Lot. No clothes drying or storage of any articles that are unsightly shall be permitted unless in enclosed areas designed for such purposes. No open storage of building material, except during course of actual construction, shall be permitted on any Lot or street, nor shall junk, unlicensed cars or other unsightly items be maintained or stored on any Lot or street. Minor vehicle repairs may be accomplished on a Lot during the daylight hours. Major vehicle repairs lasting more than three (3) days are strictly prohibited. The phrase "residence set-back line" shall be determined by the front bearing wall of the residence. Violation is subject to a fine of ten dollars (\$10) per day for a maximum of thirty (30) days.

14. Temporary Structure. 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 residence, either temporarily or permanently.
15. Signs. No signs of any kinds shall be displayed to the public view on any Lot except one (1) sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by the Developers to advertise the property during the construction or sales period. The placement of signs, graphics, or advertisements which are permanent in nature or represent advertisement for small business conducted in home on a Lot in the Subdivision is prohibited. The restrictions in this paragraph concerning the quantity and size of signs in the Subdivision shall not apply to signs of any of the Developers or those acting on behalf of any of the Developers.
16. Household Pets. No animals, livestock or poultry of any kind, such as pigeons or rabbits, may be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose and are restricted to the owners' premises, or on a leash under handler's control, and never permitted to run "AT LARGE" as specified by Ogden City codes. The number and size of household pets may be restricted by the HOA, beyond the current city restrictions, if the pets create a nuisance. The head of household of any Lot that has household pets shall be responsible for ensuring that no animal feces or other pet residue are deposited anywhere outside said Lot. The removal of all feces or other pet residue within Lot on a daily basis is required to ensure that there are no offensive odors that would constitute an annoyance to neighbors as a result of maintaining household pets. All cases regarding animals shall conform to the applicable ordinances of Ogden City, Utah. Violation is subject to a fine of ten dollars (\$10) per day for a maximum of thirty (30) days.
17. (a) Appearance. Each owner shall be required to maintain his property to keep it in a reasonable state of appearance and preservation. Pose construction placement of exterior light poles and placement of swamp coolers and air conditioners shall be approved in writing by the ACC. The owner of each Lot shall maintain and replace light bulbs for light poles located thereon and for additional address lighting. Window mount coolers of all kinds are prohibited. No electrical power lines, telephone cables other auxiliary service lines shall be exposed except with the prior written approval by the ACC. Violation is subject to a fine of ten dollars (\$10) per day for a maximum of thirty (30) days.
- (b) Sanitation and Fire Hazard Control. No Lots shall have accumulated thereon any rubbish, trash or unsightly debris. The burning of rubbish, leaves or trash on any Lot is strictly prohibited. Trash containers shall be kept behind the front set-back of the house except during collection. In the event any rubbish, trash, or unsightly debris, or overgrowth of weeds remains on a Lot beyond thirty (30) day period after written notice has been mailed by the HOA a FINAL ten (10) day notice will be mailed by the ACC. The HOA may cause the same to be removed and the individual lot owner shall be responsible for the reasonable expenses of such removal. If any such Lot of part thereof develops into an unclean or unsanitary condition or state of disrepair promptly following written notice for the HOA the HOA shall the right to petition any court of competent jurisdiction for legal and equitable relief to correct such condition or state of disrepair and enforce this Declaration, and the applicable Lot owner shall be responsible for all court costs and attorney fees incurred to obtain such relief.

18. Fences. All yard fences and gates on a Lot shall be repaired and maintained by the Lot owner. No fence placed within a set-back area that abuts a street shall be constructed to a height greater than four (4) feet. No fence in any other area of a Lot shall be constructed to a height greater than seven (7) feet. No fences or screens shall be erected so as to constitute a traffic hazard particularly near driveway and street intersections.
- (a) Wetland Border with Fence. The owner of any Lot which abuts any Common Area that is described on the Plat Maps as a wetland or detention basin area may elect to construct a fence along the border of such Lot and the wetland or detention basin. The fence shall be no less than three (3) feet and no more than seven (7) feet in height. Such fence shall be completed pursuant to the landscape approval and timing requirements that otherwise apply to such Lot.
- (b) Wetland Border without Fence. The owner of any Lot which abuts any wetland or detention basin will not be required to construct a fence on the border of such Lot and the wetlands or detention basin area provided that if any homeowner of a Lot that abuts a wetland or detention basin violates, as determined in the sole discretion of the HOA, any law, order, rule, regulation or similar restriction pertaining to such wetland or detention basin, including, but not limited to: (i) placing or allowing personal property of any nature to be placed on the wetland or detention basin or (ii) allowing trespassing of any kind by persons or animals on the wetland or detention basin, then the HOA may require such homeowner to construct a fence on the border of such Lot. If the homeowner fails to comply with such requirement to build a fence, then the HOA may construct a fence on the border of such Lot and assess the applicable Homeowner(s) reasonable costs and fees for construction such fence. Such right to assess the Homeowner shall be the same as the right to assess and collect association dues, assessments and other fees.
19. Sight Distance at Intersection. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevation between two (2) and seven (7) 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 forty (40) feet from the intersection of the street lines or in a case of a round property corner from the intersection of the street property lines extended. The provisions of this section shall take precedence over any other provision herein relating to allowable fence height. It is understood that provisions in City Codes will take precedence over the provisions herein relating to sight distance at intersection.
20. Landscaping. Any trees, lawn, shrubs, or other planting provided by the Developers shall be properly nurtured and maintained or replaced at the property owner's expense upon the request of the ACC. Front and side lawns must be planted or sod within one (1) year from completion of home, and back lawns must be planted or sod within two (2) years of completion of the home on any Lot. All trees, shrubs or plants between the sidewalk and curb and gutter on each Lot shall be planted, watered and maintained by the owner of said Lot.
21. Slope and Drain Control. No structure, planting or other material shall be placed or permitted to remain or other activities undertaken which may cause damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of flow of drainage channels or obstruct or retard the flow of water through drainage channels. The slope control area of each Lot and all improvements in them shall be maintained continuously by the owner of the Lot, except for those improvements for which a public authority or utility company is responsible or for which the HOA has assumed or been assigned responsibility.
22. Hazard Insurance. Each owner shall at all times maintain a hazard insurance policy insuring the residential structures located on that owner's Lot.
23. Sidewalks. Sidewalks abutting public streets shall be four (4) feet wide; those abutting private streets shall be a minimum of four (4) feet wide. The HOA shall maintain, repair and replace all sidewalks which have not been dedicated to Ogden City.
24. Common Improvements. All Common improvements, entryway signage, gateways, walkways or other common improvements relating to the Subdivision shall be

Restriction, covenant, or condition in this Declaration, or in any Supplemental or Amended Declaration, shall not operate as a waiver of any such provision, restriction, covenant, or condition or of any other provisions, restrictions, covenants, or conditions.

44. Term. The covenants and restrictions of the Declaration are to run with the land and shall be binding on all parties and all persons claiming any right, title or interest in the land arising after the date of this Declaration is recorded for a period of twenty (20) years from such date. After which time, said covenants and restrictions shall be automatically extended for successive periods of ten (10) years.

45. Condition Precedent. Notwithstanding any provision in this Declaration to the contrary, none of the provisions hereof relating to voting or assessments by the HOA with respect to a specific Lot shall have any force or effect until such time as the Plat Map describing the phase including such Lot is recorded.

46. Enforcement. The HOA or any owner of a Lot in the Subdivision shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations and changes now or hereafter imposed by the provisions of this Declaration. In addition to remedies at law or in equity, the HOA may abate any nuisances or correct any violation hereunder and the individual Lot owner shall pay the reasonable expenses incurred therein, including court costs and reasonable attorney fees. The ACC will provide written notice informing Homeowners of violation and initially allowing thirty (30) days to correct the situation prior to sending a FINAL notice allowing ten (10) additional days prior to enforcing above stated fines, removal, and/or legal action. Notice of fines will be mailed to said homeowner and are subject to lien for collection purposes. Homeowners may also be subject to city-imposed fines. No liability shall attach to the ACC, the HOA, or their representatives in acting pursuant to the provisions of these covenants and enforcing the terms thereof, including abatement of nuisances, sanitation, fire hazard control, and pet issues. Failure by the HOA or by any Lot owner to enforce any covenant or restriction herein contained shall in no even be deemed a waiver of the right to do so thereafter.

47. No Partition. The Common Areas shall be owned in common by all of the Owners, and no Owner may bring any action for partition thereof.

48. Mechanics Liens. No labor performed or material furnished for use in connection with any Lot with the consent or at the request of an Owner or his agent or subcontractor shall create any right to file a statement of mechanic's lien against any interest in the Common Areas.

49. No Obstructions. There shall be no obstruction of the Common Areas by any Owner. Owners shall neither store nor leave any of their property in the Common Areas, except with the prior consent of the HOA.

50. Effective Date. The declaration shall take effect upon recording.

51. Severability. Invalidation of any provision herein by judgment or court order shall in no way affect any of the other provisions, which other provisions shall remain in full force and effect.