

J. Gray & Co.
1511 S. Main St. Rm 8411

-TO- *\$29.50*
WHOM IT MAY CONCERN FOR

J. Gray & Co.
DTE JUL 10 PM 1 45

DECLARATION OF PROTECTIVE COVENANTS,
AGREEMENTS, RESTRICTIONS AND CONDITIONS
AFFECTING THE REAL PROPERTY KNOWN AS
CAMARREN COVE ESTATES.

Entry No. **745072**
Recorded
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DEPT. OF
COUNTY CLERK
Emil W. Huber

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PART A. PREAMBLE

WHEREAS, the undersigned is the legal and beneficial owner of a certain tract of land situated in the City of North Ogden, Weber County, State of Utah, described as CAMARREN COVE ESTATES SUBDIVISION - PHASE #3.

WHEREAS, the undersigned is about to sell the property described heretofore, which it desires to subject, pursuant to a general plan of improvement, to certain restrictions, conditions, covenants and agreements between itself and the several purchasers of said property and between the several purchasers of said property themselves as hereinafter set forth:

NOW, THEREFORE, the undersigned declares that the property described heretofore is held and shall be sold, conveyed, leased, occupied, resided upon, hypothecated and held subject to the following restrictions, conditions, covenants and agreements between itself and the several owners and purchasers of said property as between themselves and their heirs, successors and assigns:

PART B. AREA OF APPLICATION

B-1. FULLY-PROTECTED RESIDENTIAL AREA. The Residential Area Covenants in Part C in their entirety shall apply to all lots included in Camarren Cove Estates Subdivision - Phase #3 and more particularly described as follows:

Beginning at a point south 1615.40 feet and East 2021.66 feet from the NW corner of Section 27, T7N, R1W, SLB & M, U. S. Survey and running S 89°30'00" East 145.00 feet; thence S 71°37'17" East 162.87 feet; thence N 55° 32'10" East 87.25 feet; thence S 89° 30'00" East 60.00 feet; thence along the arc of a 179.26 foot radius curve 77.17 feet whose long chord distance is 76.68 feet and bearing is S 28° 34'36" East; thence N 73°45'22" East 128.17 feet; thence S 0° 35'23" West 1024.79 feet; thence N 89° 17' 22" West 720.00 feet; thence N 0° 42'38" East 172.00 feet; thence S 89° 17'23" East 20.00 feet; thence N 0° 42'38" East 90.00 feet; thence N 40° 42' 38" East 30.00 feet; thence N 17° 29'53" East 145.46 feet; thence N 0° 30' 0" East 270.00 feet; thence N 89° 30'0" West 22.00 feet; thence N 0° 30'0" East 190.00 feet; thence S 89° 30'0" East 17.00 feet; thence N 0° 30'0" East 131.00 feet to the point of beginning. Containing 15.284 acres.

PART C. RESIDENTIAL AREA COVENANTS

C-1. 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 a private garage for not less than two cars, but not more than three cars. All land use and buildings shall be in compliance with all zoning and land use ordinances and regulations of the municipalities and agencies governing the subdivision land use and buildings, and all landscaping, grading and drainage of the land in each owner's lot shall be completed so as to comply with all flood control requirements of the subdivision and the individual lots therein.

C-2. 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 by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to 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 unless similarly approved. Approval shall be as provided in Part D.

C-3. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$30,000 exclusive of the lot, based upon cost levels prevailing on the date these covenants are recorded, 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 cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1100 square feet for a one-story dwelling, nor less than 950 square feet for a dwelling of more than one story.

C-4. BUILDING LOCATION.

(a) No building shall be located on any lot nearer than 30 feet to the front line, or nearer than 20 feet to any side street line. No building shall be located nearer than 10 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 45 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. The total width of the two required side yards shall not be less than 24 feet.

(b) On any lot where a dwelling is to be erected with an attached garage containing a sufficient number of parking spaces to meet the requirements of this Ordinance, the rear yard may be reduced to fifteen (15) feet; and, for the interior lot, the width of the larger of the two side yards may be reduced to equal the required width of the smaller side yard, provided such garage has a side yard equal to the minimum side yard required for a dwelling in the same area.

(c) For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

C-5. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 90 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 10,000 square feet, except that a dwelling may be erected or placed on all lots as shown on the recorded plat provided that front, side and rear setbacks required above are complied with.

C-6. 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 materials 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 the 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.

C-7. 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.

C-8. TEMPORARY STRUCTURES. 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.

C-9. PRIVATE RESIDENT: MOVING OF STRUCTURES. Said premises shall be used for private residence purposes only, except as hereinafter set forth and 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 incompleated for a period in excess of 1 year from the date the building was started unless approved by the Architectural Supervising Committee.

C-10. 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 sale period.

C-11. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying or mining operations or any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts 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.

C-12. PETS, ANIMALS, ETC. No animals other than a reasonable and usual number of household pets shall be kept on any of said lots.

C-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. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

C-14. WALL, FENCE, OR HEDGE MAY BE MAINTAINED.

(a) No fence or other similar structure shall be erected in any required front yard in any Residential Zone to a height in excess of three and one-half (3 1/2) feet; nor shall any fence or other similar structure be erected in any side or rear yard to a height in excess of seven (7) feet, except that this restriction shall not apply to natural vegetation used for any side or rear yard.

(b) On corner lots, no fence or other similar structure shall be erected in any yard bordering a street or front yard of an adjoining lot to a height in excess of three and one-half (3 1/2) feet except where the provisions of Section 19-16 in the North Ogden City Zoning Ordinance shall apply.

(c) The provisions of this section shall not apply to fences required by State Law to surround and enclose public utility installations and public schools.

(d) Where a retaining wall protects a cut below the natural grade, and is located on the line separating lots, such retaining wall may be topped by a fence, wall or hedge of the same height that would otherwise be permitted at the location if no retaining wall existed. Where a retaining wall contains a fill, the height of the retaining wall built to retain the fill shall be considered as contributing to the permissible height of a fence, solid wall or hedge, providing that in any event a protective fence or wall not more than forty-two (42) inches in height may be erected at the top of the retaining wall. Above provisions shall comply with requirements of Chapter 19-15 of North Ogden Zoning Ordinance.

PART D. ARCHITECTURAL CONTROL COMMITTEE

D-1. MEMBERSHIP. The Architectural Control Committee is composed of Vernon E. Cooley, 1844 Yale Avenue, Salt Lake City, Utah; Richard W. Moffat, 1515 So. Preston, Salt Lake City, Utah; and George Ivory, 2078 Keller Lane, Salt Lake City, Utah. 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 this covenant. At any time, the then record 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 to withdraw from the committee or restore to it any of its powers and duties.

D-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 thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

