

Protective Covenants

State of Utah
County of Weber County

Know All Men By These Presents:

That Chambers Properties L.L.C. (Here in after called the Corporation), a Utah corporation, is the owner of all that certain real property located in Weber County, State of Utah, more particularly described in Exhibit A, attached hereto and herein by reference thereto; Valley Junction Subdivision.

WHEREAS, it is the desire and intention of the Corporation to develop all of said property as a Commercial Subdivision.

WHEREAS, the Corporation is about to sell, lease, and/or develop the property described in Exhibit A, which it desires to be subject, pursuant to a general plan of improvement, to certain restrictions, conditions, covenants and agreements between it and the several purchasers of said property and between the several purchasers of said property themselves as hereinafter set forth:

NOW, THEREFORE, the corporation declares that the property described in Exhibit A is held and shall be sold, conveyed, leased, occupied and held subject to the following restrictions, conditions, covenants and agreements between it and the several owners, purchasers and lessees of said property and between themselves and their heirs, successors and assigns:

EA 1658049 BK2030 PG796
DOUG CROFTS, WEBER COUNTY RECORDER
24-AUG-99 352 PM FEE \$41.00 DEP HW
REC FOR: CHAMBERS.PROP.LLC

Terms of

Restrictions:

Each condition and covenant in the Valley Junction Subdivision shall continue until such time as the Corporation, or its successors or assigns, and the owners of a majority of the acreage in the Valley Junction Subdivision

Acting in mutual agreement may be written declaration signed and acknowledged by them and recorded in the Deed Records of Weber County, Alter or amend such restrictions, conditions and covenants.

Creation of

Special Approval

Committee:

Gregg and Natalie Chambers as President and Secretary of Chambers Properties L.L.C shall be required to review and approve the proposed Use of each parcel of land, the architectural drawings of the buildings

Site and landscaping proposed for each site, and any variances deemed necessary;

Formal approval of land use site plans by the Weber County Planning Commission for obtaining building permits is required. All site plans shall comply with the provisions outlined by the Weber County Zoning Ordinance.

**Permitted
and**

Conditional uses: The purpose of Valley Junction Subdivision is to create a wholesome environment for the conducting of lite manufacturing for the seven lots of the M-1 zone. Which do not create a hazard or are not offensive due to appearance Or to the emission of noxious odors, smoke or noise. In the C-2 zone retail services shall be allowed, such as restaurants, Motels, drug store and medical facility, barber and beauty shop, clothing shops or those listed in the Weber County C-2 zone. Such land uses either permitted or conditional shall first be approved by the Planning Committee and the Weber County Planning Commission.

**Prohibited
Uses:**

No portion of the property may be occupied by any of the following uses:

- (1) Manufacture, storage, distribution or sale of explosives.
- (2) Storage in bulk of junk, wrecked autos or other unsightly or second hand materials.
- (3) No portion of the premises or any portion thereof of any building or structure thereon at any time shall be used for the manufacturing, storage, distribution or sale of any products or items which shall increase the hazard of adjoining property; or for any business which constitutes a nuisance or causes the emission of odors, smoke or gas injurious to the products manufactured or stored on adjoining premises Or which emit noise or vibrations which will injure the reputation of Said premises or the neighboring property, or for any use which is in violation of the laws of Weber County and the State of Utah.

Yard Spaces

Yards will be within the required set back area from the streets, there shall be maintained on each site paved driveways, lawns and landscaping. At least one-half of the surface of the required setback area from the streets shall be maintained in lawns and landscaping. Snow removal will be sole responsibility of business owner.

It is the responsibility of the property owners, their successors and assigns to provide such parking facilities as needed on their own property.

**Building and
Construction**

Requirements: Any building erected on the property shall be of concrete footings. It should have at least 30% wood exterior. With, no more than 35% stucco. No prefab buildings will be allowed. A rustic atmosphere is the goal of this commercial subdivision. All other types of construction must first be submitted to and have written approval of Chambers Properties L.L.C. and its members. The building must comply with Weber County building codes.

Storage: No land or buildings shall be used so as to permit the keeping of articles, goods or materials in the open exposed to public view. When necessary to store or keep such materials in the open, the lot or area shall be fenced with a privacy fence at least 6 feet in height and high enough to fully screen the material from view of the Public as viewed from the streets. Said storage shall be limited to an area at least 30 feet behind the front building line.

Signs: Signs must comply with the Weber County Ogden Valley sign ordinance.

**Secondary
Water:**

The owner of each lot is required to maintain his or her irrigation ditch. Owner will also, be responsible for collecting water. Each lot owner has to install and maintain a pressurized sprinkling system. Water will be provided through the irrigation ditch.

**Retention
Pond:**

The retention pond is to be kept up and maintained by Chambers Properties L.L.C. Gregg and Natalie Chambers members.

**Landscaping
And**

Maintenance: " Green" treatment of the site may be in the form of grass lawns and grounds covers, shade trees, in parking areas, street trees, plantings in areas used as dividers and in areas otherwise unuseable. Landscaped treatment includes The use of walls, screenings, terraces, or other dirt mound arrangements.

All areas of the property not covered by improvements shall be kept free from weeds. They shall comply in all respects with all respects with all government, health

Police and fire department requirements. Any owner or tenant shall remove

At his own expense any rubbish of any character accumulated on his property
And will at all times keep shrubs and lawns properly trimmed and watered
And the exterior of all buildings in an attractive condition.

It is understood and agreed that said conditions and restrictions shall operate as covenants running with the land and that a breach or violation thereof may be enjoined abated or remedied by appropriate proceedings by members of Chambers Properties L.L.C. and/or other owners of said lots or parcels of land in the Commercial Subdivision of their heirs, successors, assigns or bonafide purchasers under contract.

Invalidation of any of the foregoing Restrictive Covenants shall not affect the validity of and other of such covenants, but the same shall remain in full force and effect.

Dated this 23rd day of August, 1999.

CHAMBERS PROPERTIES L.L.C.

By Natalie Chambers
Natalie Chambers, President

ATTEST:

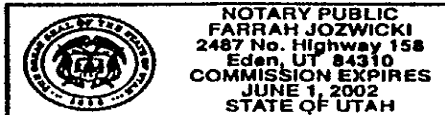
Gregg Chambers
Gregg Chambers, Member

State of Utah)
County of Weber)

On the 23rd day of August, 1999, personally appeared before me Natalie Chambers and Gregg Chambers, who being by me duly sworn did say that they are the President and member respectively of Weber County Valley Junction Subdivision, and that said instrument was signed in behalf of said corporation by authority of a resolution of its Directors, and each of them acknowledged to me that said corporation executed the same.

Farrah Jozwicki
Notary Public
Residing at Eden, Utah

E# 1652049 BK2030 PG799



In Witness Whereof, the Declarant hereby has executed the foregoing on the

N.C. ~~20th~~ 24 day of August, 1999

Natalie Chambers, President of Chambers Properties L.L.C
Declarant

Declarant

STATE OF UTAH)

ss:

COUNTY OF WEBER)

On the 24 day of August, 1999 personally appeared before me Natalie Chambers and PPS Chambers, PPS LLC the signer of the above instrument and who acknowledges to me that executed the same.

Janene Perkins
Notary Public

Residing at: Ogden

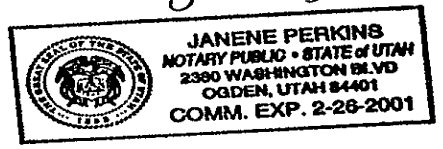


EXHIBIT "A"

PART OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING 1090.78 FEET SOUTH OF THE NORTHWEST CORNER OF SECTION 34; THENCE SOUTH 220.12 FEET; THENCE EAST 25.18 CHAINS; THENCE NORTH 13D40' WEST 1 CHAIN; THENCE EAST 224.52 FEET, THENCE NORTH 11D08'59" WEST 327.27 FEET; THENCE NORTH 44D22'03" WEST 209.40 FEET, THENCE NORTH 46D03'29" EAST 208.04 FEET, THENCE NORTH 44D22'03" WEST 60.00 FEET, THENCE SOUTH 46D03'29" WEST 205.91 FEET, THENCE NORTH 42D20'00" WEST 302.87 FEET, THENCE NORTH 44D22'28" WEST 231.54 FEET; THENCE SOUTH 81D16'50" WEST 619.85 FEET TO A POINT ON THE ARC OF A 144.37 FOOT RADIUS CURVE, THE CENTER OF WHICH BEARS SOUTH 81D16'50" WEST, THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 32D, A DISTANCE OF 80.63 FEET, THENCE SOUTH 23D16'50" WEST 248.20 FEET, THENCE SOUTH 57D21'35" WEST 601.46 FEET TO THE POINT OF BEGINNING.

Valley Junction sub Phase 1 and ~~Phase 2~~ Phase 2

22-158-0001 to 0015 -

22-159-0001 to 0007 -