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FIELD OFFICE

DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS, RESTRICTIONS, AND EASEMENTS
AFFECTING PROPERTY OF
NATHAN BARKER SUBDIVISION, PHASE 2,
NORTH OGDEN CITY, WEBER COUNTY, STATE OF UTAH

U. S. TITLE

THIS DECLARATION, MADE THIS 30th DAY OF April, 1987

1987, BY LYNN G. MUEHLROCK, THE DEVELOPER, HERSELF IS
REFERRED TO AS "THE GRANTEE";

W I T H E S S E T H A T :

WHEREAS, THE GRANTOR IS THE LEGAL AND BENEFICIAL OWNER OF
REAL PROPERTY DESCRIBED IN ARTICLE I OF THIS DECLARATION AND
IS DESIROUS OF ESTABLISHING AND ENFORCING CERTAIN RESTRICTIVE
RESTRICTIONS, COVENANTS, CONDITIONS, EASEMENTS AND OTHER
RIGHTS HEREIN SET FORTH;

THAT, THE GRANTOR, HERSELF, HER ESTATE, HEIRS, SUCCESSORS,
EXECUTORS, ADMINISTRATORS, ASSIGNS, ATTORNEYS, AGENTS, OFFICERS,
DIRECTORS, PARTNERS, JOINT TENANTS, JOINT OWNERS, CO-OWNERS,
REPRESENTATIVES, AND ALL PERSONS CLAIMING THROUGH ANY OF THEM,
AGREEMENTS, CONTRACTS, AGREEMENTS, AND COVENANTS, COVENANTS
AND EASEMENTS, AND ALL PERSONS CLAIMING THROUGH ANY OF THEM,
HEREBY GRANT, CONVEY, ASSIGN, AND ESTABLISH TO THE GRANTEE
PROPERTY AND THE BENEFIT THEREOF, AS SET FORTH;

THE GRANTEE, HER ESTATE, HEIRS, SUCCESSORS, EXECUTORS,
ADMINISTRATORS, ASSIGNS, ATTORNEYS, AGENTS, OFFICERS,
DIRECTORS, PARTNERS, JOINT TENANTS, JOINT OWNERS, CO-OWNERS,
REPRESENTATIVES, AND ALL PERSONS CLAIMING THROUGH ANY OF THEM,
HEREBY WARRANTS AND AGREES TO DEFEND, HOLD HARMLESS AND
INDemnify THE GRANTEE FROM AND AGAINST ALL SUCH CLAIMS, DAMAGES,
LOSSES AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES,
WHICH MAY BE ASSERTED AGAINST OR INCURRED BY THE GRANTEE
OR ANY OF THEM AS A RESULT OF THE PERFORMANCE OF THE
OBLIGATIONS OF THE GRANTEE UNDER THE COVENANTS AND EASEMENTS
HEREIN SET FORTH.

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SO CREATED, AND TO CREATE A PRIVILEY OF CONTRACT AND EASEMENT
BETWEEN THE GRANTOR AND THE GRANTEES OF SAID LOTS, THEIR
HEIRS, SUCCESSORS, AND ASSIGNS AS TO EACH SAID LOT, AND TO
OPERATE 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
LOCATED IN NORTH OSTEEN CITY, WABER COUNTY, STATE OF TEXAS, AND
IS MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

ALL OF SECTION EIGHT, TOWNSHIP 21, RANGE 12,
ACCORDING TO THE OFFICIAL MAP RECORDED IN
THE OFFICE OF THE COUNTY CLERK, WABER
COUNTY, STATE OF TEXAS.

NO PART OF THE ABOVE DESCRIBED REAL PROPERTY IS
DEEMED SUBJECT TO THIS DEED OR TO THESE COVENANTS AND EASEMENTS
UNLESS IT HAS BEEN SUBJECT TO SAID OFFICIAL MAP, FROM THE
TIME TO TIME, AND THE APPLICABLE FEDERAL LAWS, TO THE
EXTENT OF THE FEDERAL LAWS, AND REGULATIONS, AND THE
APPLICABLE STATE AND FEDERAL LAWS.

ARTICLE II

APPLICABLE FEDERAL LAWS

IN WITNESS WHEREOF, THE GRANTOR HAS CAUSED THESE COVENANTS
AND EASEMENTS TO BE SIGNED AND SEALED BY ME, THE GRANTOR,
AND I HAVE HEREBY SIGNED AND SEALED THESE COVENANTS
AND EASEMENTS IN WITNESS OF THE FACTS AND IN FULL
KNOWLEDGE AND INTENTION TO ALL TO BE.

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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 AT LEAST THREE (3) MEMBERS AT ALL TIMES AND MAY REPLACE 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 UPON.

3. FUNCTIONS. THE FUNCTIONS OF SAID COMMITTEE SHALL BE TO ENFORCE THE COVENANT, TO TAKE SUCH ACTION AS MAY BE NECESSARY FOR STRUCTURES TO BE BUILT ON LOTS IN SAID SUBDIVISION AND ANY STRUCTURES CONFORM TO THE BUILDING CODES AND ORDINANCES OF THE DEPARTMENT OF THE TERRITORY AND TO ENFORCE THE SAME. WHERE NECESSARY, MEMBERS OF THE COMMITTEE SHALL BE AUTHORIZED TO SUBMITTERS OF THE COVENANT THE COMMITTEE TO ENFORCE THE SAME. ONLY THE ACTION AS SET FORTH IN THIS COVENANT, TO BE TAKEN HEREIN SPECIFICALLY PROVIDED. THE COMMITTEE SHALL AT ALL TIMES HAVE TWO (2) OF ITS MEMBERS AND MAJORITY ACTION, APPROVAL, OR CONSENT SHALL BE SAID COMMITTEE SHALL BE THE ACTION OF AT LEAST TWO (2) MEMBERS.

NO BUILDERS SHALL BE ALLOWED TO BEGIN OR CONTINUE TO CONSTRUCT OR TO BUILD UPON ANY LOTS OR TO BEGIN OR TO CONTINUE TO CONSTRUCT OR TO CONTINUE TO CONSTRUCT ANY STRUCTURES WITHOUT THE CONSENT OF THE PROPOSED STRUC USE HAVE BEEN OBTAINED BY THE SUBDIVISION OWNER. COMMITTEE WILL ENFORCE THE COVENANT AND STRUCTURES, THE TERMS OF CONTRACTS, THE TERMS OF EXISTING STRUCTURES, AND ANY TO LOCATIONS 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 BOUNDING TO ANY STREET THAN THE MINIMUM BUILDING SETBACK LINE, AS DETERMINED BY THE ARCHITECTURAL CONTROL COMMITTEE, UNLESS SPECIFICALLY APPROVED.

4. PROCEDURE. THE COMMITTEE'S APPROVAL OR DISAPPROVAL, AS REQUIRED BY THESE COVENANTS, SHALL BE BY VOTE. IN THE EVENT THE COMMITTEE, OR ITS DESIGNATED REPRESENTATIVE, SHALL FAIL TO GIVE AN ANSWER WITHIN THE TIME SPECIFIED BY THESE COVENANTS AND SUCH ANSWERS HAVE BEEN SUBMITTED TO ALL OF THE ADJACENT LOT OWNERS TO ELIMINATE THE POSSIBILITY OF SUCH A FAILURE TO RESPOND TO ELIMINATE THE POSSIBILITY OF SUCH A FAILURE TO RESPOND PRIOR TO THE COMPLETION OF THE PROJECT, SUCH ANSWERS SHALL BE BINDING, AND THE NECESSARY CONSTRUCTION SHALL BE DEEMED TO HAVE BEEN FULLY COMPLETED WITHIN THE TIME SPECIFIED BY THESE COVENANTS.

5. THE MATERIALS, METHODS AND WORKMANSHIP OF ALL CONSTRUCTION SHALL BE SUBJECT TO THE SUPERVISION OF THE ARCHITECTURAL CONTROL COMMITTEE. THE ARCHITECTURAL CONTROL COMMITTEE SHALL HAVE THE RIGHT TO INSPECT AND SUPERVISE THE CONSTRUCTION OF ANY PROJECT AT ANY TIME DURING THE CONSTRUCTION OF THE PROJECT. THE ARCHITECTURAL CONTROL COMMITTEE SHALL HAVE THE RIGHT TO SUSPEND OR STOP THE CONSTRUCTION OF ANY PROJECT AT ANY TIME IF THE ARCHITECTURAL CONTROL COMMITTEE DETERMINES THAT THE CONSTRUCTION IS BEING CONDUCTED IN A MANNER WHICH IS UNREASONABLE OR UNLAWFUL.

ARTICLE III

GENERAL

1. THE COVENANTS HEREIN SHALL APPLY TO ALL LOTS AND BUILDINGS ON THE TRACT DESCRIBED IN THESE COVENANTS, WHETHER OR NOT SUCH LOTS OR BUILDINGS ARE OWNED BY THE SAME PERSON OR PERSONS AT THE TIME THESE COVENANTS ARE MADE.

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AN ATTACHED TWO (2) CAR GARAGE, OR 1,100 SQUARE FEET OR
GROUND LEVEL WITH ATTACHED TWO (2) CAR CARPORT. THESE
REQUIREMENTS SHALL ALSO APPLY TO APPROVED PREFABRICATED
SINGLE-FAMILY DWELLINGS. ALL DWELLINGS SHALL HAVE "GABLE" OR
"GABLED" ROOFS; FLAT, GRAVELLED, OR BUILT UP ROOFS SHALL NOT
BE PERMITTED. NO STRUCTURE OF A TEMPORARY CHARACTER,
TRAILER, BASEMENT, TENT, SHED, GARAGE, PORCH OR OTHER
OUTBUILDING SHALL BE USED OR ABUSED AT ANY TIME AS A
RESIDENCE, EITHER TEMPORARILY OR PERMANENTLY.

2. AUTHORITY TO OPEN THE ADJACENT LOT. THE APPLICATED SUB-
COMMITTEE SHALL HAVE AUTHORITY TO REQUIRE TO REFLECT
THE SINGLE FAMILY DWELLING SQUARE FOOTAGE REQUIREMENTS, AS
SET FORTH IN THE ABOVE PARAGRAPH, WITHIN THE COMMITTEE'S BEST
JUDGMENT, THE FINAL DECISION IS UNFINALLY DETERMINED BY THE
SINGLE FAMILY DWELLING, WHICH DECISION SHALL BE SUBJECT TO REVIEW BY
THE SUBCOMMITTEE.

3. LANDSCAPING. ALL FAMILY DWELLINGS ARE TO BE
LANDSCAPED IN FRONT AND ON SIDEYARDS WITHIN ONE (1) YEAR
AFTER CONSTRUCTION BEGINS.

4. GROUND WATER DEPTH. THE DEVELOPER HAS PROVIDED FOR
DRAINAGE WITH A GROUND WATER DRAIN SYSTEM. FOR THE ENTIRE
OF THE DEVELOPMENT AS A WHOLE, EACH AND EVERY STRUCTURE SHALL
HAVE THE BOTTOM OF THE FOOTINGS IN THE NATURAL GROUND TO
EXCESS OF THREE FEET IN DEPTH SHALL BE REQUIRED TO INSURE THE
STRUCTURE BEING PROTECTED AGAINST DAMAGE TO THE GROUND WATER
TABLE. THIS DEPTH WILL BE DOUBLED UP AT THE FRONT YARD OF
EXCESS TO THE MASTER GROUND WATER DRAIN SYSTEM. FOR

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 12

RESIDENTS' DUTIES

THE USE, DEVELOPMENT, ENJOYMENT, MAINTENANCE, IMPROVEMENT AND RESTORATION OF ALL LOTS AND YARDS WITHIN THE ESTATE, DESCRIBED IN ARTICLE 1 HEREOF SHALL BE SUBJECT TO THE FOLLOWING RESTRICTIONS:

1. PRIVATE RESIDENCES AND PREMISES SHALL BE USED FOR PRIVATE RESIDENTIAL PURPOSES ONLY, EXCEPT AS AUTHORIZED BY THE BOARD. NO STRUCTURE OF ANY KIND SHALL BE BUILT THEREON, OTHER PLACE UPON SAID PREMISES, EXCEPT AS AFORESAID, UNLESS SAID ESTATE HAS BEEN FIRST APPROVED BY THE BOARD. THE BOARD SHALL BE AUTHORIZED TO REQUIRE THE REMOVAL OF ANY SUCH STRUCTURE OR PLACE FROM THE TIME SAID PREMISES ARE STARTED.

2. SEWERAGE, SANITATION, FIRE ALARMS OR OTHER STRUCTURES SHALL BE CONSTRUCTED OR MAINTAINED ON ANY OF SAID LOTS IN ACCORDANCE WITH THE ORDINANCES, REGULATIONS AND ORDERS WHICH ARE ENFORCED BY THE CITY OF CHICAGO.

3. SEWAGE AND OTHER LIQUID WASTE, AND SOLID WASTE SHALL BE COLLECTED AND REMOVED TO APPROPRIATE PLACES FOR DISPOSAL. TRASH, DEBRIS, OR OTHER WASTE SHALL NOT BE LEFT EXCEPT IN SANITARY CONDITIONS. CONTAINERS FOR SUCH COLLECTION FOR THE PURPOSE OF DISPOSAL OF SUCH MATERIAL SHALL BE LEFT IN A CLEAN AND SATISFACTORY CONDITION.

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4. PETS, ANIMALS, ETC. NO ANIMALS, EXCEPT FOR DOGS, CATS, AND DOMESTIC HOUSEHOLD PETS, NOT TO EXCEED TWO (2) TOTAL, MAY BE LEFT. 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 PROPERLY FOR SALE OF PROPERTY FOR REAL ESTATE.

6. NUISANCES. NO NOISY OR OFFENSIVE TRADE OR ACTIVITY SHALL BE CARRIED ON OR ON ANY LOT. THE LOCAL AGENCIES OF BUREAU THEREON WILL BE MAY BE OR BECOME OR BECOMING OR RETURNED TO THE NEIGHBORHOOD.

ARTICLE VI

GENERAL PROVISIONS

THESE COVENANTS ARE TO RUN WITH THE LAND AND SHALL BE BINDING UPON ALL ESTATE AND ALL INTERESTS ARISING THEREIN 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 THREE (3) YEARS FROM THE END OF EACH TERM, UNTIL AN INSTRUMENT IS FILED BY A SUCCESSOR OF THE OWNER OF THE LOTS HAS BEEN RECORDED, AND UNTIL TO BECOME A PART OF THE RECORD TO WHICH THEY RELATE.

ARTICLE VII

COVENANTS

COVENANTS FOR INSTALLATION AND MAINTENANCE OF UTILITIES AND FOR THE PROTECTION OF THE SAME, AS SHOWN ON THE

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RECORDED PLAT.

ARTICLE VII

RESUBDIVISION OF LOTS

NONE OF SAID LOTS MAY BE RESUBDIVIDED, UNLESS AUTHORIZED IN WRITING BY THE DECLARANT, HIS SUCCESSORS OR ASSIGNS.

ARTICLE VIII

SEVERABILITY

IT IS EXPRESSLY AGREED THAT IN THE EVENT ANY CONDITION, CONDITION, OR RESTRICTION HEREIN SET FORTH CONTAINED IN ANY PORTION THEREOF, IS HELD INVALID OR VOID, SUCH INVALIDITY OR VOIDNESS SHALL IN NO WAY AFFECT THE VALIDITY OF ANY OTHER CONDITION, OR RESTRICTION, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

ARTICLE IX

ACCEPTANCE OF RESTRICTIONS

ALL PURCHASERS OF PROPERTY HEREIN SET FORTH ABOVE SHALL, BY ACQUISITION OF CONTRACTS OR DEEDS FOR ANY LOT OR LOTS SHOWN THEREON, OR ANY PORTION THEREOF, BE CONSIDERED TO HAVE ACCEPTED AND AGREED TO ALL RESTRICTIONS, CONDITIONS, COVENANTS, AND AGREEMENTS SET FORTH.

IN WITNESS WHEREOF, I HAVE SET TO HAND THIS *30th* DAY OF *April, 1987*.

DECLARANT

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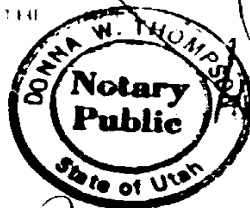
L. H. ...
LYNN C. HUIKRIEN

STATE OF UTAH
COUNTY OF ...

SS.

ON THIS 30th DAY OF April, 1871, I, LYNN C. HUIKRIEN, NOTARY PUBLIC,
DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT, WHOSE TRUE AND
CORRECT COPY IS HEREIN SET FORTH, WAS BY ME RECORDED IN THE
OFFICE OF THE CLERK OF THE COUNTY OF ...

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Donna W. Thompson

WITNESSED AT : *Ray, Utah*
MY COMM. EXPIRES : *4-23-91*