

DECLARATION OF BUILDING AND USE RESTRICTIONS

PART A. PREAMBLE

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned, being the owner of the following described real property located in the County of Weber, State of Utah, to wit:

Lots Thirty-Four through Fifty inclusive, HOOPER ESTATES SUBDIVISION PHASE 4; according to the plat thereof, as recorded in the office of the County Recorder of said Weber County.

Do hereby establish the nature of the use and enjoyment of all lots in said subdivision and do declare that all conveyances of said lots shall be made subject to the following conditions, restrictions and stipulations:

PART B. RESIDENTIAL AREA COVENANTS

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 and private, fully enclosed, attached garages for not less than two vehicles together with other out buildings constructed in compliance with all applicable governmental building code requirements and zoning regulations. All construction to be of new materials, except that used brick may be used with prior written approval of the Architectural Control Committee.

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 finished grade elevation.

3. Dwelling Quality and Size. No dwelling shall be permitted on any lot that fails to meet the quality of Building Code and generally accepted standards of construction. The main floor area of the main structure of the dwelling, exclusive of one storey open porches and garages, shall be not less than 1200 square feet. All dwelling structures are to be constructed on site.

4. Building Location. No building shall be located on any lot nearer than 30 feet to the front lot line.

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5. Nuisances. No noxious or offensive activities 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. No automobiles, trailers, boats, or other vehicles are to be stored on streets or front or side lots unless they are in running condition, properly licensed and are being regularly used.

6. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out building shall be used on any lot at any time as a residence either temporarily or permanently. No mobile homes are permitted.

7. 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. Each lot and its abutting street are to be kept free of trash, weeds and other refuse by the lot owner. No unsightly materials or other objects are to be stored on any lot in view of the general public.

PART C. ARCHITECTURAL CONTROL COMMITTEE

1. Membership. 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 of the committee shall have full authority to select 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 the 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. The architectural control committee is composed of Greg W. Haws and Debra F. Haws.

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 thirty days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required, and the related covenants shall be deemed to have been fully complied with.

PART D. GENERAL PROVISIONS.

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1. Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded, after which time, said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

2. Enforcement. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or recover damages.

3. Severability. Invalidation of any one of these covenants by judgement or court order shall in nowise affect any of the other provisions which shall remain in full force and effect.

DATED May 25, 1994.

[Handwritten Signature]

STATE OF UTAH)
) ss.
COUNTY OF WEBER)

On the 25th day of May, 1994, personally appeared before me GREG W. HAWS the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

[Handwritten Signature: Louise Brenda Holston]
Notary Public

My Commission expires: Jan 14, 95
Residing at Ogden, Utah

