

88-239-000 TO 0.2168

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 Weber County, State of Utah, to-wit:

Lots 1 to 16 inclusive, Longhorn Subdivision No. 1, according to the official plat thereof, as recorded in the office of the County Recorder of 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 not to exceed two stories in height and private garages for not more than four vehicles. 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 with existing structures, and as to location with respect to topography and finish grade elevation.

3. Dwelling Cost, Quality and Size. No dwelling shall be permitted on any lot at a cost of less than \$85,000.00 exclusive of 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. The minimum permitted dwelling shall have an attached two-car garage, the main floor area of the main structure, exclusive of open porches and garages, shall not be less than 1000 square feet for a single story above ground or 1200 square feet combined for a multi-level. At least 25% of the front elevation shall be brick. The driveway area occurring in the dedicated street between the blacktop surface of the road and the hard surface on property shall be completed by the owner of the lot and connect the driveway to the road with either concrete or blacktop.

PLATTED VERIFIED
ENTERED MICROFILMED

8: 1339373 BK1752 PG424
DOUG CROFTS, WEBER COUNTY RECORDER
04-APR-95 1022 AM FEE \$38.00 DEP MH
REC FOR: JIM ALAND

4. Building Location.

(a) No building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 25 feet to any side street line.

(b) No dwelling shall be located nearer than 10 feet to any interior lot line. Detached garages or other permitted accessory buildings may not be located closer than twenty feet from the rear lot line, so long as such buildings do not encroach upon any easements.

(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 any building on a lot to encroach upon another lot.

5. Easement. 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 material 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 drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the lot owner, except for those improvements for which a public authority or utility company is responsible.

6. 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. No clothes drying or storage of any articles which are unsightly in the opinion of the Architectural Control Committee will be permitted, unless in enclosed areas designed for such purpose. No automobiles, trailers, boats, or other vehicles are to be stored on streets on front or side unless they are in running condition, properly licensed and are being regularly used. No hay or other feed stacks are to be stored in front or side yards.

7. Temporary Structures. 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 a residence either temporarily or permanently. No mobile homes are permitted.

8. 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 sales period.

9. Livestock and Poultry. Animals, livestock, or poultry of various kinds shall be allowed the same as the zoning for West Haven City allows, except that pigs of any kind are not allowed. 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 owner's premises or on leash under handler's care. No animal shall be allowed to pasture or be maintained within 65 feet of the front street.

10. 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.

11. Sight Distance at Intersection. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 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 points 25 feet from the intersection of the street lines or in case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on all driveways. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

12. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of 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 gas shall be erected, maintained, or permitted upon any lot.

13. Landscaping. Trees, lawns, shrubs, or other plantings shall be properly nurtured and maintained or replaced at the property owner's expense upon request of the Architectural Control Committee.

14. Slope and Drainage Control. No structure, planting or other material shall be placed or permitted to remain or other activities undertaken which may 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 areas 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.

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 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. The Architectural Control Committee is composed of:

JAMES ALAND
ALLAN KARRAS

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 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. MEMBERSHIP AND RIGHTS OF HOMEOWNER ASSOCIATION

1. Membership. Every lot owner shall be a member of the Homeowner Association. Membership shall be mandatory, shall be appurtenant to the lot in which the Owner has an interest, and shall not be separated from the lot to which it pertains.

2. Voting Rights. The member shall have one vote for each lot. Multiple owners may cast only one vote per lot.

3. Easement and Enjoyment. A members right and easement of use and enjoyment concerning the common areas shall be subject to the following:

- a. Right of use is suspended for any period that a members assessment remains unpaid.
- b. Right of Association to impose reasonable limitations on numbers of guests permitted use of common areas.
- c. Rights granted West Haven City by the Association.

4. Assessments. Each owner, shall , by acquiring a lot, agree to pay to the association a yearly assessment. No owner can exempt himself or his lot from liability for payment of assessments by waiver of his rights or by abandonment of his lot. As the date of this recording of this article, each lot shall be subject to a yearly assessment of \$50.00. The assessment is due December 31, of each year. After one year from recording date of this article, the maximum yearly assessment may be increased to be no greater

than \$100.00 by the association board of directors. Any yearly assessment greater than \$100 shall require an assenting vote of 60% of all the voting members. Any assessment not paid when due shall accrue interest at the rate of 18%. The association may bring an action either against the owner who is personally liable or to foreclose the lien against the lot to collect all past due amounts.

5. Operation and maintenance. Three directors shall be elected by the voting members of the association. Elections to take place Nov. 2-5 of alternating years, starting in 1994. The Board of directors shall have the authority to enter into agreements on behalf of the Association and may carry out its functions by delegation to a property Manager.

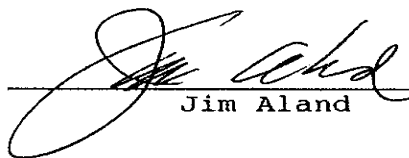
Part E. GENERAL PROVISIONS

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 forty 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 recorded, agreeing to change said covenants in whole or in part.

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

3. Severability. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Dated this 16th day of March, 1995.



Jim Aland

STATE OF UTAH)
)ss
COUNTY OF WEBER)

On the 16 day of March, 1995, personally appeared before me JIM ALAND, who being by me duly sworn says that he is the Owner that executed the above and foregoing instrument. IN WITNESS WHEREOF I have herewith set my hand and affixed my seal this 16 day of March 1995.

Kristi Spencer
Notary Public

Residing at: Weber Co
My Commission Expires: 3-6-97

