

**DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS, RESTRICTIONS, AND EASEMENTS
AFFECTING PROPERTY OF MIDLAND MEADOWS SUBDIVISION
ROY CITY, WEBER COUNTY, STATE OF UTAH
T5H, R2W, SLB & M, U.S. SURVEY**

THIS DECLARATION, made this 25 day of June, 1996, by MIDLAND MEADOWS SUBDIVISION, hereinafter referred to as "DECLARANT".

Exempt from these CC & R's are lots 62, 63, 64 & 65.

WITNESSETH

WHEREAS, DECLARANT is legal and beneficial owner of real property described in Article I of the declaration and is desirous of subjecting said real property to the restrictions, covenants, reservations, and easements hereinafter set forth;

NOW THEREFORE, DECLARANT hereby declares that the property described in and referred to in Article I hereof is held and shall be held, sold, conveyed, leased, occupied, resided upon, hypothecated, and mortgaged subject to the following agreements, restrictions, conditions, and covenants between themselves and the several owners and purchasers of said property and their heirs, successors, and assigns.

THEREFORE, all of said restrictions, conditions, covenants and agreements contained herein are made for direct, mutual, and reciprocal benefit of each and every lot created within the property described in Article 1 hereof and are intended to create mutual and equitable servitude upon each of said lots in favor of every other lot created on the aforesaid and to create reciprocal rights and obligations between the respective owners of all of the lots so created, and to create a privity of contract and estate 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 to land for the benefit of all other lots, as follows:

ARTICLE I
PROPERTY DESCRIPTION

The property referred to above and hereinafter is located in Roy City, Weber County, State of Utah, and is more particularly described as follows, to wit: *ALL OF LOTS 1*

THROUGH 61, INCLUSIVE, MIDLAND MEADOWS

ROY CITY, WEBER COUNTY, STATE OF UTAH
DECLARATION *08-280 0001 through and including 0035*
08-281 0001 through and including 0026

No property other than that described herein shall be deemed subject to this Declaration unless and until specifically made subject thereto.

ARTICLE II
ARCHITECTURAL CONTROL COMMITTEE

1. MEMBERSHIP. The Architectural Control Committee is composed of Dan Nixon, John Davis, and Mark Higley. A majority of the Committee may designate a representative to act for it. 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 release 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. Function. The functions of said Committee shall be to pass upon, approve, or reject any

plans or specifications for structures to be erected on lots in said tract, so that all structures conform to the restrictions and general plans of the Declarant for the improvement and development of the whole tract. Nothing in this paragraph shall be construed as authorizing or empowering the Committee to change or waive any restriction(s) set forth in this Declaration, except as herein specifically provided. The Committee may act by any two (2) to its members; any authorization, approval, or power made by said Committee shall be in writing or signed by at least two (2) members.

No building shall be placed, or altered on any lot until the construction plans and plot plan of the proposed 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 unless similarly approved. (ALL PLANS MUST BE PREPARED BY A LICENSED ARCHITECT).

4. PROCEDURE. The Committees approval or disapproval, as required in these covenants, shall be in writing. In the vent the Committee or its designated representative, shall fail to approve or disapprove withing thirty (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.

5. ENFORCEMENT Enforcement\cement shall be affected by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either by restraining the violation or recovery of damages. Either by restraining the covenant or the recovery of damages. Either the Architectural Control Committee or any property owner affected by any violation of these

covenants is hereby authorized and empowered to bring such action.

ARTICLE III
IMPROVEMENTS

1. TYPE OF STRUCTURE. All lots shall be used only for single family dwellings and residential purposes. Any one-story residence shall contain not less than one thousand (1,000) square feet of living area, exclusive of porches, garages, patios. Any two-story residence shall contain not less than thirteen hundred (1,300) square feet of living area on the ground level, with the lower level no less than one thousand (1,000) square feet of living area unless otherwise noted approved by the Architectural Control Committee. All dwellings must have private garages for not more than 3 vehicles and not less than two vehicles. **NO CARPORTS**. No temporary structures, barns, basements, trailers or other out buildings shall be permitted, permanent structures are allowed as approved by the architectural committee. All dwellings shall have hip or gabled roofs, flat, graveled, or built up roofs shall not be permitted. All construction must be done on site, (prefabricated homes are not permitted) by a duly licensed contractor, unless otherwise approved by the Architectural Control Committee.

2. LANDSCAPING. All family dwellings are to be landscaped in front and side yards within two (2) years after construction begins.

3. BUILDING LOCATION. All single family dwellings shall be located on the lot in a way as to comply with appropriate zoning ordinances pertaining to the area and conform with the "setback" line established by the Cit/Zoning Ordinances.

ARTICLE IV
RESTRICTIONS

The use, development, ownership, transfer, and hypothecation of all lots and land within the property described in Article I hereof shall be subject to the following restrictions:

1. PRIVATE RESIDENCE. Said premises shall be used for private residence only except as herein after set forth, No structure of any kind shall be erected, placed or altered on any lot until the construction plans and specifications hereof have been approved by the Architectural Control Committee as detailed above. All buildings shall be completed within a period of one (1) year from the date said building was started.

2. BUILDING EXTERIORS. All building exteriors must be constructed with a minimum of the following material. FRONT: four feet of brick or stone. The remaining percentages of the Front, Sides, and Rear external material, must be approved by the Architectural Control Committee.

3. MAILBOX STRUCTURES. All mail box structures are to be of the design and materials set by the Architectural Control Committee. The structure shall be located between the curb and sidewalk.

4. GARBAGE/REFUSE DISPOSAL. No lots shall be used for or maintained as a dumping ground for rubbish, trash, vegetation clippings, or other waste. Any containers or equipment commonly used for storage and disposal of such disposal shall be kept in a clean and sanitary condition. Each lot and it's abutting street shall be kept free of trash, weeds, and refuse by the property owner at the owner's expense. If in the opinion of the Architectural Control Committee, the property owner is not maintaining, otherwise allowing the property to become unsightly or is

maintaining objects of trash and rubbish or other materials which in the opinion of the Architectural control Committee are degrading the value of the surrounding property, then such materials shall be removed and kept out of the view of the general public at lot owners expense.

5. AUDIO AND VISUAL. No audio or visual equipment, such as T.V., radio, or communication antennas will be permitted or placed on any structure where they are in view of the public. No satellite receiving dishes will be allowed on any front or side yards. Any and all such equipment will only be permitted in back yard areas.

6. SIGNS. No signs of any kind shall be displayed for public view on any lot or structure except to advertise the property for sale, or by the builder during construction to advertise the construction site and identify the builder.

7. RECREATIONAL VEHICLES. No recreational vehicles, such as boats, mobile homes, snowmobiles, trailers of any kind, motorcycles, or related equipment, shall be parked or stored on any lot or front street to a lot, for more than forty-eight (48) hours in any seven (7) day period, unless stored on a separate cement recreational vehicle pad or inside a garage or related structure or pad approved by the Architectural Control Committee.

8. PROHIBITED VEHICLES. No commercial vehicles, school buses, trucks with more than six (6) tires and trucks heavier than one ton, shall be parked or stored on any lot or front street to a lot. Except during construction period and or delivery and repair services.

9. PETS, ANIMALS, ETC. No animals, livestock, poultry or fowl shall be kept on any lot. Nor shall such be raised, breed, or otherwise maintained for any commercial purpose. Only domestic household pets, such as dogs, or cats, not to exceed two (2) in number, may be kept, located or maintained on any lot.

10. LANDSCAPING. All lots shall be fully landscaped as previously approved by the Architectural Control Committee and trust be kept , maintained and developed in such a fashion as to enhance the esthetics value of the area and so as to not become a nuisance or otherwise detract from surrounding land owners. All trees, lawns, shrubs, fencing or any other permanent structure or planted material installed by the owner, shall be properly nurtured and maintained or replaced as necessary at the owners expense. Any lots area which abuts a public street must be landscaped and be clear of any unsightly material such as weeds, discarded building materials, etc., within one year after final inspection for occupancy has taken place by the applicable City Inspector, and must be so maintained year round.

11. ROOFING. Allowable roofing material shall be as follows: wood, tile, concrete, or asphalt. NOTE: Asphalt shall be of an ARCHITECTURAL grade and design with a minimum of a 20 YEAR warranty, with DURA-RIDGE type finish on all roof ridges. All roofing material and color must be approved by the Architectural Control Committee. ROOF PITCH MUST BE AT LEAST 4/12.

12. NUISANCES. No obnoxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood or surrounding neighbors. No clotheslines or drying yard shall be permitted unless approved by the Architectural Control Committee. Window mounted air conditioning units will NOT be allowed. No weeds, underbrush, or other unsightly growths shall be permitted to grow or remain upon the premises, and no refuse pile or unsightly objects shall be allowed to be placed or suffer to remain anywhere thereon. No automobiles, trailers or other vehicles are to be stored on the streets or front side or back of the lots unless they are in running condition properly licensed, and or being

regularly used. No oil or mining operations of any kind or sort will be allowed on or in any lot or structure. No related equipment will be allowed on or in any lot or streets fronting lots on a permanent basis. No lot or public street shall be used for storage of backhoes, trucks, caterpillars, or trailers used relative thereto, or any other equipment used in heavy excavation or construction. In the event that any owner of any property in the subdivision shall fail or refuse to keep such premises in accord with the terms of this paragraph and specifically to keep such premises free from weeds, underbrush, or refuse piles or other unsightly growths or objects, then the Architectural Control Committee or its designs may enter upon such lands and remove the nuisance at the expense of the owner and such entrance shall not be deemed a trespass and in the event of such removal a lien, shall arise and be created In favor of the Architectural Control Committee and against such lot for the full amount chargeable to such lot and such amount shall be due and payable within thirty (30) days after the owner is billed therefor.

13. FENCING. No fence or other similar structure shall be erected in any required front yard of a dwelling to a height in excess of three and one-half feet, nor shall any fence or other similar structure be erected in any side or rear yard to a height in excess of six feet. Any fence or other similar structure erected on a corner lot shall not exceed three and one half feet when it borders a street or front yard of an adjoining lot. **All fences require a building permit from the city.**

14. WATER DISCHARGE. Persons owning, occupying, or having control of any premises, shall not permit irrigation, or water from the roof or caves of any house, building or other structure or from any source under the control of such person, to be discharged and spread upon the surface of any sidewalk, street or adjoining lot. This is intended to require that the owner maintains water on his property.

15. SET-BACK EASEMENTS. No pads used for the storage of vehicles or other material either temporarily or permanently shall be constructed within the side, front or back yard set back requirements of a given lot. This open space shall remain unoccupied and unobstructed by buildings, vehicles and/or hard surfaces such as asphalt, cement, and packed surfaces from this time henceforth and forever.

ARTICLE V

GENERAL PROVISIONS

1. REMEDIES FOR VIOLATIONS/ENFORCEMENT. For a violation or a breach of any of these reservations, covenants, and restrictions by any person, or by virtue of any Judicial proceedings, the subdivider, Architectural Control Committee and the lot owners, or any of them severally, shall have the right to proceed at law or in equity to compel in compliance with the terms hereof or to prevent the violation or breach of any of the covenants or restrictions contained herein. In addition to the foregoing right, the subdivider or Architectural Control committee shall have the right, whenever there shall have been built on any lot any structure which is in violation of these restrictions, to enter upon the property where such violation of these restrictions exists, and summarily abate or remove the same at the expense of the owner, and any such entry and abatement or removal shall not be deemed a trespass. The failure promptly to enforce any of the reservations, restrictions or covenants contained herein shall not bar their enforcement. Should the owner fail, neglect, or refuse to satisfy and discharge any lien arising hereunder within thirty (30) days, the subdivider or the Architectural Control committee, its successors and assigns, shall have the right to interest on such liens at the rate of twelve percent (12%) per annum and shall be entitled to receive

all costs of collection including a reasonable attorney's fee.

2. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved, as shown on the recorded plats of the subdivision. No structure, planting or other material shall be placed or permitted to remain in such a way as to damage, or interfere with the installation and or maintenance of easements for utilities and drainage facilities.

3. BINDING EFFECT/TERM. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time, said covenants shall be automatically extended for successive periods of ten (10) 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. At any time prior to the end of the first thirty year period, a majority of seventy-five percent (75%) of all lot owners may agree to alter, amend, abolish or otherwise change these covenants, by doing so in writing and filing the same with the county Recorders Office.

4. RE-SUBDIVISION. None of the said lots may be re-subdivided, unless approved in writing by the Architectural Control Committee and one half of the lot owners.

5. SEVERABILITY. It is expressly agreed that in the event any covenant, condition or restriction herein before contained or any portion thereof is held invalid or void by a court of competent jurisdiction, such invalidity or voidance shall in no way effect any valid covenant, condition, or restriction and such void or invalid term shall in no way effect any valid covenant, condition, or restriction and such void or invalid term shall be severed from this document and the remainder shall remain in full force and effect.

6. ACCEPTANCE OF RESTRICTIONS. All purchasers of property described above, by

acceptance of contracts or deeds for any lots or any portion thereof, which are included in this document, shall be conclusively deemed to have consented and agreed to all restrictions, conditions, covenants and agreements set forth herein.

IN WITNESS WHEREOF, We have set our hands and seals this 25 Day of June, 1995.


BRUCE ALLEN CROUCH

State of Utah)
 :SS
County of Weber)

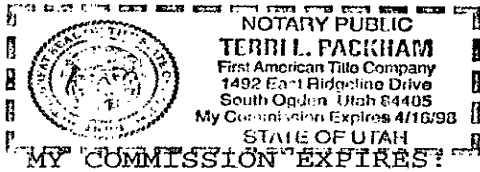
On the 25 Day of June, 1996, personally appeared before me, Bruce Allen Crouch, who being by me duly sworn did say that he, is President of _____, and that the within and foregoing instrument was signed in behalf of said corporation by authority of its Bylaws and the said Bruce Allen Crouch duly acknowledged to me that the said corporation executed the same.

NOTARY PUBLIC
RESIDING AT ROY CITY,
WEBER COUNTY, UTAH.

MY COMMISSION EXPIRES: _____

STATE OF UTAH)
)
COUNTY OF WEBER)

ON THE 25th DAY OF June, 1996, BRUCE ALLEN CROUCH PERSONALLY
APPEARED BEFORE ME THE SIGNER OF THE FOREGOING INSTRUMENT, WHO DULY
ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME.



Terril L. Packham

NOTARY PUBLIC
RESIDING AT: