

MAIL TO:  
WATCO PROPERTIES, INC.  
3755 WASHINGTON BOULEVARD  
OGDEN, UTAH 84403

DECLARATION OF PROTECTIVE COVENANTS  
CONDITIONS, RESTRICTIONS, AND EASEMENTS  
AFFECTING PROPERTY OF

NORTHAMPTON ESTATES SUBDIVISION PHASE 2

NORTH OGDEN CITY, WEBER COUNTY, STATE OF UTAH

THIS DECLARATION, made this 16<sup>TH</sup> day of October, 1997, by WATCO PROPERTIES INC, the developer, hereinafter referred to "DECLARANT",

WITNESSETH:

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

NOW, THEREFORE, DECLARANT hereby declares that the property described in and referred to in Article 1 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, successor, and assigns.

THEREFORE, all of said restrictions, conditions, covenants, and agreements contained herein are made for the direct, mutual, and reciprocal benefit of each and every lot created within the property described in Article I 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 property 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 the land for the benefit of all other lots as follows:

~~16-196-0001-0007~~

\*THIS DOCUMENT IS BEING RE-RECORDED TO REPLACE  
PAGE 2 OF THE PROTECTIVE COVENANTS, AND CORRECT  
THE NOTARY ACKNOWLEDGEMENT.

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E# 1498938 BK1886 PG2126  
DOUG CROFTS, WEBER COUNTY RECORDER  
17-OCT-97 353 PM FEE \$28.00 DEP NB  
REC FOR: ASSOCIATED TITLE

E# 1501486 BK1888 PG2971  
DOUG CROFTS, WEBER COUNTY RECORDER  
30-OCT-97 316 PM FEE \$28.00 DEP NB  
REC FOR: ASSOCIATED TITLE

**ARTICLE I**

**PROPERTY DESCRIPTION**

The real property referred to above and hereinafter is located in NORTH OGDEN CITY, WEBER COUNTY, STATE OF UTAH, and is more particularly described as follows to-wit:

All of NORTHAMPTON ESTATES SUBDIVISION, PHASE 2 according to the official plat recorded in the Office of the County Recorder, Weber County, State of Utah.

*16-196-0001-0007*

*16-197-0001-0007*

No property other that described above shall be deemed subject to this Declaration unless and until specifically made subject thereto. The DECLARANT may, from time to time, subject additional real property to the conditions, restrictions, covenants, and reservations herein set forth by appropriate reference thereto.

**ARTICLE II**

**ARCHITECTURAL CONTROL COMMITTEE**

**1. Membership.** The Architectural and Contractor control committee is composed of **Louis Bouy, Evon Waters and Lyle Waters**. 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 (3) three members at all times and may release and appoint new members to said Committee with a majority approval.

**2. Terms.** The Committee shall remain in existence until such time as homes have been constructed on all of the lots in said subdivision, or until such later date as the Committee shall determine.

**3. Functions.** The functions of said Committee shall be to approve or reject the building contractor and any plan or specifications for structures to be erected on lots in said tract, so that all structures conform to the restrictions and general plans 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) of its members or their designated representative. Any authorization, approval, rejection, or power made by said Committee shall be in writing and signed by at least two (2) members or their designated representative.

No building or structure shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the proposed building or structure have been approved by the Committee as to quality of workmanship and materials, harmony of external design with existing buildings and structures, and as to location with respect to view, topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line, as determined by the Committee unless similarly approved.

**4. 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, shall fail to approve or disapprove submitted plans and specifications within thirty (30) days after such plans and specification have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, such written approval shall not be required, and the related covenants shall be deemed to have been fully complied with.

**5. Enforcement.** Enforcement, either by restraining the violation or recovery of damages, shall be affected by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant. Either the Committee or any property fee title owner of a lot affected by any violation of these covenants is hereby authorized and empowered to bring such action.

### ARTICLE III

#### IMPROVEMENTS

**1. Type of Structures.** Lots shall be used only for single-family dwellings. Said dwellings shall comprise not less than 1,350 sq. ft. on the ground level together with an attached at least two (2) car garage, or no less than 1,250 sq. ft. on ground level with a minimum of 2,000 sq. ft. on the two levels for a two story dwelling together with an attached at least two (2) car garage, or 1,250 sq. ft. minimum on the main and upper level with a minimum of 1,800 sq. ft. for a multi-level together with an attached two (2) car garage. A detached garage may be allowed with the approval of said Committee. All dwellings in the subdivision shall meet all North Ogden City Code requirements. All dwellings shall have "hip" or "gabled" roofs with a 6-12 pitch (flat, graveled or build-up roofs shall not be permitted). All dwellings will have a 6" minimum fascia. No structure of a temporary character, trailer, "basement house", tent, shack, garage, barn, or other outbuildings shall be used on any lot at any time as a residence, either temporarily or permanently.

**2. Authorization for Adjustments.** The Committee shall have authority and power to reduce the single-family dwelling square footage requirements, as set out in the above paragraph, when in the Committee's best judgment, the plans represent a uniquely designed single-family dwelling, which would add character and/or value to the subdivision.

**3. Landscaping.** All family dwelling lots are to be landscaped in front and on side yards within one (1) year after North Ogden city issued a letter of occupancy.

**4. Building exterior construction.** The building exterior shall be predominantly covered with masonry or rock. Concrete walls higher than three feet higher than the finished lot are discouraged but if allowed will be textured. All builders shall use earth tone colors on exterior. No loud contrast colors will be allowed. The Committee may approve other exteriors, when in its judgement the plans represent a uniquely designated single-family dwelling, which would add character and/or value to the subdivision.

**5. Start of Construction.** All dwellings are to be started one (1) year from date of lot purchase.

#### **ARTICLE IV**

#### **RESTRICTIONS**

The use, development, enjoyment, 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 purposes only, except as hereinafter set forth. No building or structure of any kind shall be moved from any other location and placed upon said premises, nor shall any incomplete building be permitted to remain incomplete for a period in excess of one (1) year from the date said building was issued a building permit.

**2. Setbacks.** All dwelling houses or other structures shall be constructed or situated on any of said lots shall be placed in conformity with the Front, Side and Rear Setback lines established by North Ogden City Zoning Ordinances.

**3. Garbage and refuse disposal.** No lot shall be used or maintained as a dumping ground for trash, rubbish, etc. Trash, garbage, or other waste shall be placed in sanitary containers. Containers used or other equipment utilized for the storage or disposal of such material shall be kept in a clean and sanitary condition.

**4. Pets, animals, etc.** Any animals kept on any lot shall be managed in strict conformity with the City Zoning Ordinances.

**5. Signs.** No sign of any kind shall be displayed to the public view on any lot, except property-for-sale signs, or a contractors advertisement to build on a vacant lot or a lot where construction is in process.

**6. Nuisances.** No noxious 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.

#### ARTICLE V

#### GENERAL PROVISIONS

These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for period of twenty-five (25) years from the date these covenants are recorded in the Weber County Recorders Office, 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 fee title owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

#### ARTICLE VI

#### EASEMENT

Easements for installation and maintenance of utilities and drainage facilities are reserved, as shown on the recorded plat.

#### ARTICLE VII

#### RESUBDIVISION OF SITE

None of said lots may be resubdivided, unless approved in writing by the DECLARANT, his successors or assigns, or a majority of the then title owners of the lots.

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E# 1501486 BK1888 PG2975

**ARTICLE VIII**

**SEVERABILITY**

It is expressly agreed that in the event any covenant, condition, or restriction hereinbefore contained, or any portion thereof, is held invalid or void, such invalidity or voidness shall in no way affect any valid covenant, condition, or restriction, which shall remain in full force and effect.

**ARTICLE IX**

**ACCEPTANCE OF RESTRICTIONS**

All purchasers of property described above shall, by acceptance of contracts or deeds for any lot or lots shown thereon, or any portion thereof, be conclusively deemed to have consented and agreed to all restrictions, conditions, covenants, and agreements set forth herein.

**ARTICLE X**

**AMENDMENT TO PROTECTIVE COVENANTS**

These protective covenants may be amended by the owners of at least two-thirds of the lots covered by them by recording a written Certificate of Amendment signed by the owners involved and duly acknowledged by them. No amendment shall be made which is more restrictive than set forth.

**ARTICLE XI**

In the event legal action is taken to enforce these covenants, the party in default will pay all costs including a reasonable attorney's fee of the prevailing party.

~~E# 1498938 BK1888 PG2131~~

E# 1501486 BK1888 PG2976

