

DECLARATION OF RESTRICTIVE COVENANTS OF

SILVER SPRINGS SUBDIVISION PHASE 1

11-262-000/0018

MUIRBROOK GODDARD, L.L.C. fee owner of the following described property located in Weber County, State of Utah. Such property being the real property now duly platted as Silver Springs Subdivision Phase 1, a subdivision of Weber County, as such plat is now recorded in Book _____ at page _____ of the records in the office of the Weber County Recorder, State of Utah, makes the following declarations as to limitations, restrictions and uses to which the lots or tracts constituting such subdivision may be put, and specify that such declarations shall constitute covenants to run with all the land, as provided by law, and shall be binding on all parties and all persons claiming under them, and for the benefit of and limitations on all future owners in such subdivision, this Declaration being designed for the purpose of keeping the subdivision desirable, uniform, and suitable in architectural design and use as specified herein:

In the event any of the covenants herein contained or any part thereof be declared invalid by any court of competent jurisdiction the remainder thereof shall be in no way affected by such judgment, but shall remain in full force and effect.

1. **Architectural Control Committee.** There shall be an Architectural Control Committee consisting of the following three persons. Lynn C. Muirbrook, JOHN R. GODDARD and Joe Rottler, 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. **Building Approval.** No structure shall be erected, placed or altered upon any lot in said subdivision until the building plans, specifications and plot plan, showing the location of such building or buildings upon such lot have been presented the Architectural Control Committee for approval. The approval shall be based on the following. (A) Conformity and harmony of external design with existing structures in the subdivision. (B) Location of the structure in respect to topography and finish ground level. (c) Value of the home or structures as compared to existing structures in the subdivision. (C) Conformity to these Restrictive

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REC FOR: ASSOCIATED TITLE

Covenants. This will be a written approval or denial.

3. Immunity of Architectural Control Committee.

Notwithstanding the foregoing provisions, the Architectural Control Committee shall have no affirmative obligation to be certain that all elements of the design comply with the restrictions contained in this declaration. No member of the Architectural Control Committee shall have any liability, responsibility, or obligation, whatsoever, for any decision or lack thereof, in the carrying out of the duties as a member of such committee. Such Committee and its members shall have only an advisory function, and the sole responsibility for compliance with all of the terms of the declaration shall rest with the homeowner. Each homeowner agrees to save, defend, and hold harmless the Architectural Control Committee and each of its members on account of any activities of the Architectural Control Committee relating to such owner's property or buildings to be constructed on his or her property.

4. Residential Lots.

All lots in the subdivision shall be known and described as residential lots. No structure shall be erected, altered, placed, or permitted to remain upon any lot other than a one-family dwelling, such dwelling not to exceed two stories in height; a private garage for not more than four cars and not less than two cars; and other outbuildings as shall be approved in advance in writing by the Architectural Control Committee.

5. Minimum Requirements.

No residential structure shall be erected or placed on any building lot in said subdivision unless all of the following minimums are met:

- a. If the residence is a single level or a rambler with a basement, the main ground floor areas, exclusive of porches, garage areas or basements, shall be no less than 1050 square feet.
- b. If the residence is a multi level, there shall be at least 1,200 square feet of finished area, exclusive of porches, garage areas or basements.
- c. If the residence is a story and a half or two story type. There shall be at least 1,3500 square feet of finished area, exclusive of porches, garage areas or basements.
- d. No wood or wood products can be used for siding, fascia or soffit.
- e. Landscaping of front and side yards will be completed within 8 months of occupancy of home. Landscaping of the rear yard will be completed within 12 months of occupancy

- f. All fencing built facing the public streets will be white vynal with approval of architectural control committee.
- g. There will be no Modular or Mobile Homes placed in the Subdivision. All homes will be built on location.

6. Sewer. The sewer from this subdivision travels through Ogden City sewer lines to the sewer processing plant. Because both Ogden and North Ogden sewer systems are involved residents in this subdivision pay a larger sewer bill than most other north Ogden City residents.

7. Nuisances. No noxious or offensive trade or activity or no nuisance shall be permitted on any lot, nor shall anything be done which may be or become an annoyance to the neighborhood.

8. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on the above-described property, or any portion of such property, except that dogs, cats, or other household pets may be kept provided they are not kept, bred. Or maintained for any commercial purpose.

9. Temporary Structures. No basement, tent, house trailer, shack, garage, barn or other out building erected in the subdivision shall at any time be used as a residence, temporarily or permanently.

10. Trash, Vehicles. No trash, garbage or other waste shall be kept or permitted to remain on any lot except in sanitary containers. No materials shall be kept or stored on any lot that will be unsightly or that will be a fire hazard. No vehicles, trailers, campers, or off road vehicles, may be stored on lot unless they are registered with the county and current taxes have been paid.

11. Signs. No sign of any kind shall be displayed to public view on any building site. Except for signs installed by the developer to facilitate the selling of the subdivision, or for signs, limited to one per building lot, advertising the property for sale, which sign shall not be larger than five square feet.

12. Certain Exceptions for Declarants' Activities. Nothing in this declaration shall be understood or construed to prevent declarants, declarants' developer transferee, or the employees, contractors, or subcontractors of declarants or declarants' developer transferee, from doing on any part or parts of the subdivision whatever they determine may be

reasonably necessary or advisable in connection with the development of the subdivision including, but not limited to, constructing and maintaining such structures, including model homes, as may be reasonably necessary for the completion of the development of the subdivision; conducting the business of establishing the subdivision as a residential community in the disposing of lots by sale, lease or otherwise; and the maintaining of such sign or signs on any of the lots owned or controlled by the declarant or the declarants' developer transferee, as may be reasonably necessary or advisable in connection with the sale, lease or otherwise of subdivision lots. As used in this section, the words "declarants' developer transferee" specifically exclude individual purchasers of improved lots.

13. **Duration.** These covenants shall be binding on the owners of the above-described property from the date hereof for a period of fifteen years. At which time said covenants shall be automatically extended for successive periods of ten years each, unless a majority of the lot owners in the subdivision (each lot being entitled to one vote) vote to change or terminate said covenants in whole or in part, and such owners execute an instrument duly acknowledged and record the same in the office of the Weber County Recorder, State of Utah.

14. **Enforcement.** Any persons who now own, or who may hereafter own, property in the subdivision, are specifically given the right to enforce these covenants through any proceedings, at law or in equity, against any person or persons violating or threatening to violate such restrictions, and to enjoin or prohibit any such violations, and to recover any damages suffered by them from any violation of such restrictions. This specific right of enforcement shall be cumulative and is not intended to include any other remedy that may be available to any person in law or in equity. Any person or persons who bring a successful action to enforce these covenants shall be entitled to recover their reasonable attorney fees incurred in prosecuting such an action.

15. **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, is conclusively deemed to have consented and agreed to all restrictions, conditions, covenants, and agreements set forth.

IN WITNESS WHEREOF, I have set my hand this 31st day
of August 1998.

DECLARANT

Muirbrook, Goddard L.L.C.

by: Lynn C. Muirbrook

State of Utah,) (SS:
County of Weber)

On this 31st day of August, 1998, personally
appeared before me Lynn C. Muirbrook the signer
(s) of the above instrument, and duly acknowledged to me that
(t) he (y) executed the same.

Notary Public residing at Ogden, Utah
Commission Expires: 10-16-00

