

DECLARATION OF BUILDING AND USE RESTRICTIONS

EF 1718457 BK2083 PG2973
DOUG CROFTS, WEBER COUNTY RECORDER
31-JUL-00 1030 AM FEE \$43.00 DEP JPM
REC FOR: R.&K.PROPERTIES

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 165 to 192 inclusive, Pebble Beach of the Great Lake
Bonneville, Phase 8 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 above ground and private garages for no 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. No pre-manufactured houses will be allowed.

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. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the front building setback line unless similarly approved and in accordance with North Ogden City Building Codes.

3. Dwelling Quality and Size. The permitted dwelling shall have an attached garage. The main floor area of the main structure exclusive of open porches and garages, shall not be less than 1800 square feet for a one story dwelling, nor less than 2250 square feet for a dwelling of more than one level. No less than fifty percent of the front elevation shall be covered with brick or rock and the remaining area may be covered in stucco. No metal or vinyl siding will be allowed. It is the intent and purpose of this covenant to assure that all dwellings shall be of quality workmanship and materials.

4. Building Location. Location of buildings are to comply with North Ogden City ordinances.

5. Easement. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 10 feet of each lot. 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, 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 in front or side unless they are in running condition, properly licensed and are being regularly used.

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 or pre-fabricated 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. Signs are to comply with the North Ogden City ordinance.

9. Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that 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.

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.

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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 trees 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. North Ogden City ordinance to be enforced.

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 shall 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. Landscaping is to be complete within 1 year of completion of the construction of the main structure. All landscaping is to be nurtured and maintained at all times.

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:

Jed McCormick
Kami Marriott

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.

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Part D.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 or 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 18 day of July 2000.

Kami Marriott
Kami Marriott for
Ridges Investments, L.C.

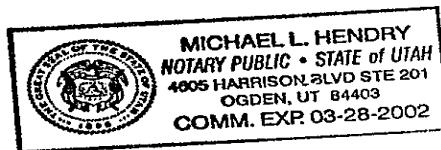
STATE OF UTAH)
) SS

COUNTY OF WEBER)

On the 18 day of July, 2000, personally appeared before me Kami Marriott, who being by me duly sworn says that she is a Managing Member of Ridges Investments, L. C. and that she executed the above and foregoing instrument for and in behalf of Ridges Investments L. C.

IN WITNESS WHEREOF I have herewith set my hand and affixed my seal this day of 2000.

Residing at :
My Commission Expires:



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