

DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
LEGACY PARK SUBDIVISION

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LEGACY PARK SUBDIVISION ("**Declaration**") is made this 5 th day of SEPT, 2000, by the Ogden City Redevelopment Agency ("**Declarant**").

WHEREAS, on the 24TH day of NOVEMBER 1999, Declarant caused an official subdivision plat, identified as "Legacy Park" ("**Subdivision**" or "**Property**"), recorded in the office of the County Recorder for Weber County, State of Utah;

01-088-0001 / 70 0025

WHEREAS, Declarant has acquired the Subdivision property in order to further the redevelopment purposes and goals for which Declarant was created;

WHEREAS, Declarant intends all future Owners of the lots within the Subdivision to benefit by and be bound by certain restrictive covenants;

WHEREAS, SALAZAR & C. LOY WALTER, ISIDRA ORTIZ ARREOLA and CARLOS TOBAR ("**Existing Owners**") share Declarant's intents and purposes, as herein stated and also desire their lots to benefit from and be burden by the restrictive covenants contained herein;

NOW THEREFORE, Declarant hereby establishes the covenants, conditions and restrictions hereinafter set forth.

I. PURPOSE OF COVENANTS.

1.1 It is the intention of Declarant, expressed by its execution of this instrument, that the property within the Subdivision be developed and maintained as a highly desirable residential area. It is the purpose of these covenants that the present natural beauty, view and surroundings of the Subdivision shall be always protected insofar as it is possible in connection with the uses and structures permitted by this instrument. Declarant hereby declares that the Subdivision and every part thereof is held and shall be held, conveyed, devised, leased, rented, encumbered, used, occupied, improved and otherwise affected in any manner subject to the provisions of this Declaration, each and all of which provisions are hereby declared to be in furtherance of the general plan and scheme of ownership referred to herein and are further declared to be for the benefit of the Property and every part thereof and for the benefit of each Owner thereof. All provisions hereof shall be deemed to run with the land as covenants running with the land or as

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equitable servitude as the case may be, and shall constitute benefits and burdens to the Declarant, its successors and assigns, and to all parties hereafter owning any interest in the Property.

II. DEFINITIONS.

2.1 Declarant: "Declarant" means the Ogden City Redevelopment Agency, together with its successors and assigns.

2.2 Property or Subdivision: "Property" or "Subdivision" means that certain real property located within the subdivision plat, identified as "Legacy Park", as recorded in the office of the County Recorder for Weber County, State of Utah, described in Exhibit "A" attached hereto.

2.3 Building: "Building" means any building constructed on the Property.

2.4 Lot: A "Lot" shall mean any parcel of property shown as such on the recorded Subdivision plat.

2.5 Covenants: "Covenants" shall mean the covenants, conditions and restrictions set forth in this Declaration.

2.6 Owner: "Owner" shall mean any owner of a Lot in the Subdivision.

III. ARCHITECTURAL APPROVAL.

4.1 Approval by Declarant: It is the intent, but not the obligation, of Declarant to uphold the Covenants and to protect the Owners who have purchased land in the Subdivision from any construction which might tend to damage the natural beauty or diminish the general character of the area. Until the earlier of (a) the expiration of this Declaration or (b) the date upon which Declarant no longer owns any interest in the Subdivision, Declarant shall have the right to enforce the Covenants and to inspect and review architectural plans and specifications and shall have the right to deny approval according to the terms of this Declaration. However, Declarant shall have no legal obligation or duty to review plans and specifications or to enforce the Covenants of this Declaration.

4.2. Architectural Plans and Specifications. No improvements of any kind, including but not limited to dwelling houses, swimming pools, ponds, parking areas, fences, walls, tennis courts, garages, drives, bridges, antennas, flag poles, curbs and walks shall ever be erected, altered or permitted to remain on any lands within the Subdivision, nor shall any excavating, alteration of any stream, clearing, removal of trees or shrubs, or landscaping be done on any lands within the Subdivision, unless the complete plans and specifications therefor are approved by the Declarant prior to the commencement of such work. The Declarant may consider the materials to be used on the external features of all buildings or structures, including exterior colors, harmony of external design with existing structures within said subdivision, location with

respect to topography, finished grade elevations and harmony of landscaping with the natural setting. The complete architectural plans and specifications must be submitted in duplicate and must include at least four different elevation views. One complete copy of plans and specifications shall be signed for identification by the Owner and left with the Declarant. In the event the Declarant fails to take any action within 30 days after the required fee has been paid and complete plans for such work have been submitted to it, then all of such submitted plans shall be deemed to be approved.

4.3 Variances: Where circumstances, such as topography, hardship, location of property lines, location of streams or other matters require, the Declarant may allow reasonable variances as to any of the architectural covenants and restrictions contained in this instrument, on such terms and conditions as it shall require. A fee of \$100.00 shall be paid to the Declarant to cover costs and expenses of any variance review.

4.3 General Requirements: The Declarant intends, but shall not be obligated, to exercise its best judgment to see that all improvements, construction, landscaping and alterations on the lands within the Subdivision conform and harmonize with the natural surroundings and with existing structures with relation to external design, materials, color, siting, height, topography, grade and finished group elevation. Log homes or split log homes shall not be allowed in the Subdivision. The use of plywood, T-111 pressed board, or cinder block as an external finishing material shall be prohibited. Paint and stain colors on external surfaces must be earth tone. All bright or brilliant colors are prohibited. Tar and gravel roofs are prohibited. Homes must be designed using energy efficient materials such as high rating insulation, at least R-30 in ceilings and R-19 in walls, and double-pane or insulated windows. Energy-efficient heating systems are to be encouraged.

4.5 Required Plans and Submittals: Any party desiring to construct improvements on any lot must first submit the following to the Declarant for approval:

A. Site Plan: This plan must show existing and finished elevation contours, roof plan, walks, driveways, fences, drainage, utility locations, significant trees and shrubs, any exterior lighting not attached to the structure, decks, hot tubs, swimming pools, etc. (minimum scale 1" = 20'). It must also show all property lines, setback lines, and easements of record. The location of adjoining lots and structures must also be shown. Show location of existing and proposed drainage systems, including culverts and headwalls, all utility lines and location of utility meters, easements, and retaining walls including heights.

B. Floor Plans: The use of each room must be clearly labeled (kitchen, bedroom, etc.) as well as the elevation of each floor, the square footage for each floor and the total square footage.

C. Exterior Elevations: A minimum of four elevation views are required. Show existing and finished grades. Show all exterior features including location of utility meters, type

of roofing materials, etc. Show location of subsurface and foundation drains. Height of the roof above the highest grade adjoining the structure must be shown.

D. Fees: A fee of \$100.00 shall be paid to the Declarant to cover costs and expenses of review of plans submitted for the construction of a home or other structure. All such fees shall be in addition to any other fees required under this Declaration.

E. Structural Drawings. Each drawing should have clearly stated: (a) the scale; (b) the orientation; (c) the subdivision and lot number; (d) the Owner's name, current address, and telephone number; (e) the architect's name, address, and telephone number; (f) the date.

4.6 Preliminary Approvals: Owners or prospective Owners may submit preliminary sketches of improvements to the Declarant for informal and preliminary approval or disapproval. All preliminary sketches shall be submitted in duplicate and shall contain a proposed site plan together with sufficient general information on all aspects that will be required to be in the complete plans and specifications to allow the Declarant to act intelligently to give an informed and preliminary approval or disapproval. The Declarant shall never be finally committed or bound by any preliminary or informal approval or disapproval.

Final submissions shall include at least two (2) sets of plans and shall essentially be finished working drawings including all of the requirements for preliminary submission plus samples of all exterior and roof colors and at least one cross-section showing all construction details.

4.7 Major Declarant Considerations.

A. Site Plan

1. Grading: Excessive cutting or filling is discouraged when it can be avoided and will not be accepted without adequate justification. Grading not related to the building access or drainage will be discouraged. All dimensions and setbacks should be shown in order to locate the house on the site.

2. Driveways: Driveway grades should be kept under 12 %.

3. Trees: The site plan must indicate all significant existing trees and show all trees to be removed. Unwarranted tree and vegetation removal will not be allowed. All trees to be removed are to be physically marked in the staking procedure and approved during a site staking inspection.

B. Floor Plan

1. Living Area: The square footage must be stated on the floor plan. However, there must be a minimum living floor area, exclusive of garages, balconies, porches

and patio of 1235 square feet for a one-floor structure and minimum of 1265 total square feet of living space for split entry and two-story homes.

2. Equipment and Structure Use : Equipment such as water heaters, kitchen appliances, wet bars, storage areas, garbage areas and meter locations, etc., must be shown on the floor plan (all 220 v. power outlets must also be indicated). It shall be the Owner's responsibility to ensure that the number and location of such items does not constitute an illegal duplex.

C. Exterior Elevations:

1. General: Exterior materials should be kept to a maximum of three. Good design usually requires that few materials be used well. Large stucco facades are discouraged.

2. Windows: Wood, white vinyl or aluminum frames are permitted. No bare aluminum on windows, storm doors, storm sash or screen frames is permitted. No mirror glass is permitted.

3. Decorations: Any detailing from "period" architecture is discouraged. All bare metal surfaces must be painted.

4. TV Antennas: Antennas shall not be placed on the roof. It is strongly recommended that all antennas be placed inside the attic area. Satellite/microwave dishes are not recommended for aesthetic reasons. If a satellite/microwave dish is proposed, the permittee must show means to protect it from the view of others.

5. Roofs: Metal roofs are not permitted. Garage and outbuilding roofs must have continuity of design with the house roof, and the same materials should be used. Roof pitch must be at least 6 /12 and not greater than 8/12.

D. Cross-Section: A cross-section plan of the lot with all improvements thereon must be submitted to the Declarant for review to enable the Committee to better judge the details of construction to insure it is in keeping with the standards for this area.

E. Colors: Samples for all colors must be submitted for the exact colors intended to be used on the house prior to application. Colors acceptable to the Committee are earth tone hues relating to the surrounding area.

4.8 Other Considerations and Guidelines.

A. Detached Buildings No building or structure shall be erected or placed or permitted to remain on any lot other than one detached single-family dwelling, with an attached garage for not fewer than 2 vehicles and not more than 3 vehicles: provided, however, that Lots 4, 5 and 15 may have a detached garage and all lots may have one storage shed no greater than 96 square feet, upon review by and written approval from the Declarant.

B. Dog Runs: Dog runs must be submitted to the Declarant for approval and should be no more than approximately 100 square feet in size. The fencing material, colors, and height are critical to the design of a pen, and will be very carefully evaluated with respect to any approvals granted.

C. Prefabricated or Log Homes: Prefabricated or Log homes are prohibited. The Committee will review plans based on various precut systems, provided they are submitted through a licensed architect with the same documentation as otherwise required herein.

D. Signs and House Numbers: With the exception of a sign no larger than three square feet identifying the architect and a sign of similar dimension identifying the prime contractor to be displayed only during the course of construction, no signs or advertising devices, including but without limitation, commercial, political, informational or directional signs or devices, shall be erected or maintained on any of the Property, except signs reasonable house numbering or as may be required by law.

E. Height Limits: No building shall be erected to a height greater than 2 1/2 floors or 35 feet, to be measured as described below. The total height of the building shall be measured as the vertical distance from the natural grade to a point midway between the lowest part of the eaves or cornice and the ridge of a hip or gable roof. The ridge of a gable, hip, or similarly pitched roof may extend up to five feet above the specified maximum height limit.

F. Building Codes and Periodic Inspections: All designs must conform to Ogden City's building codes, and in addition, before construction can commence, a building permit must be obtained from the Building Department.

G. Design and Construction: The Declarant assumes no legal duty to advise an Owner of any design problems in the submission, and assumes no responsibility for failure to do so.

4.9 Before Construction Can Begin: Before any construction or excavation begins, or before any vegetation is disturbed on the site, the following steps must be completed, in addition to any requirements of the local Building Department:

1. The Declarant must approve, in writing, the architectural plans and specifications.
2. Corners of the building, building setback lines, driveway alignment, and parking spaces must be staked (Site Plan) .
3. All shrubs and trees that are to be removed must be flagged.
4. The Declarant must inspect the staking or waive inspection, in writing.
5. NO CHANGES CAN BE MADE AFTER APPROVAL OF FINAL PLANS without resubmitting the changes to the Declarant .
6. Declarant approval is only valid for six (6) months from the date of approval. If construction has not commenced within six (6) months of the date of approval, all plans must be

resubmitted to the Declarant. All resubmittals will be treated as original applications and shall require the payment of all fees and allow the same period of review as set forth above.

LOT OWNERS ARE RESPONSIBLE FOR ANY DIRT SPILLAGE ON ROADS AND IN DITCHES. NO LUGGED VEHICLES ARE PERMITTED ON THE SUBDIVISION ROADS. BUILDING AREAS MUST BE KEPT AS CLEAN AS POSSIBLE DURING THE CONSTRUCTION PHASE.

Existing vegetation to remain must be adequately protected during excavation and construction.

4.10 Timely Completion: Declarant's approval is automatically revoked if all the improvements have not been completed in accordance with the approved plans and specifications within one (1) year after such approval has been granted. In the event the approval is revoked, the Owner may be required to restore the property to its original condition and remove all improvements. If delays are encountered that will extend the completion time beyond one year, an extension of time from the Declarant must be obtained. The request must be made in writing.

4.11 Additions, Changes Etc.: Any exterior changes must be approved by the Declarant before any change is implemented.

4.12 Disapproval of Plans: The Declarant may disapprove any plans submitted to it which the Declarant considers, in its sole discretion, are not sufficient for it to exercise the judgment intended by these Covenants.

4.13 Declarant Not Liable: The Declarant, and any and all architects, engineers, attorneys and other agents hired by the Declarant, shall not be liable in damages to any person submitting any plans for approval, disapproval, or failure to approve or disapprove, with regard to such plans. Any person acquiring the title to any Property in the Subdivision or any person submitting plans to the Declarant for approval, by so doing, shall be deemed to have agreed and covenanted that he will not bring any action or suit to recover damages against the Declarant, its members as individuals, or its advisors, employees or agents. Any person violating the terms of this paragraph 4.13 shall reimburse the Declarant for all legal and other professional fees incurred by the Declarant in resolving such violation.

V. GENERAL RESTRICTIONS ON ALL PROPERTY.

5.1 Zoning and Other Regulations: No lands within the Subdivision shall ever be occupied or used by or for any Building or purpose or in any manner which is contrary to the R 1-6 or any other applicable zoning regulations applicable thereto validly in force from time to time or to the Covenants, Conditions and Restrictions set forth herein.

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5.2 No Mining, Drilling or Quarrying: No mining, quarrying, tunneling, excavating or drilling for any substances within the earth, including oil, gas, minerals, gravel, sand, rock and earth shall ever be permitted on the surface of the Property.

5.3 No Business Uses: The Lots within the Property shall be used exclusively for residential living purposes, such purposes to be confined to approved and residential Buildings within the Property. No Lots within the Property shall ever be occupied or used for any commercial or business purposes; provided, however, that nothing in this Paragraph 5.3 shall be deemed to prevent any Owner or his duly authorized agent from renting or leasing said Owner's entire residential Building for residential uses on a rental basis of not less than a thirty (30) consecutive day duration for each rental period, subject to all of the provisions of this Declaration.

5.4 Restriction on Animals: No animals other than ordinary household pets shall be kept or allowed to remain on any of the Property. The Declarant shall have the right at any time to require any Owner, lessee or person in possession of lands in the Subdivision to remove any animal or pet which is kept in violation of this restriction or any animal or household pet which is not disciplined or which constitutes an undue annoyance, such as animal noises, to other Owners or lessees of land in the Subdivision.

5.5 No Resubdivision: No Lot shall be resubdivided and no Building shall be constructed or allowed to remain on any tract that comprises less than one full lot.

5.6 Underground Utility Lines: All water, gas, electrical, telephone and other electronic pipes and lines and all other utility lines within the limits of the Property must be buried underground and may not be exposed above the surface of the ground.

5.7 Maintenance of Property: Landscaping, approved by the Declarant, shall be installed by the later of (a) sixty (60) days following the occupancy of the dwelling house erected on the Lot or (b) the first July 15th calendar date following the occupancy of the dwelling house erected on the Lot. All landscaping, all property and all improvements on any Lot shall be kept and maintained by the Owner thereof in clean, safe, attractive, thriving and sightly condition and in good repair.

5.8 No Noxious or Offensive Activity: No noxious or offensive activity shall be carried on upon any Property nor shall anything be done or placed on any Property which is or may become a nuisance or cause embarrassment, disturbance or annoyance to others. All construction sites shall be fenced during any construction period.

5.9 No Cesspools or Septic Tanks: No cesspools or septic tanks shall be permitted on any Property. Any other type of sewage disposal system shall be installed only after approval by the Declarant and all governmental health authorities having jurisdiction.

5.10 No Hazardous Activities: No activities shall be conducted on any Property and no improvements constructed on any Property which are or might be unsafe or hazardous to any person

or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any Property; and no open fires shall be lighted or permitted on any Property except within a safe and well-designed interior fireplace.

5.11 No Unsightliness: No unsightliness shall be permitted upon the Property. Without limiting the generality of the foregoing, (a) any unsightly structures, facilities, equipment, tools, vehicles, objects and conditions shall be appropriately screened from view; (b) no vehicle, boat or equipment shall be constructed, reconstructed or abandoned upon the Property; (c) no lumber, grass, shrub or tree clippings, plant waste, metals, bulk materials or scrap shall be kept, stored or allowed to accumulate on the Property; (d) refuse, garbage and trash shall be placed and kept within an enclosed structure; (e) hanging, drying or airing of clothing or household fabrics shall not be permitted.

5.12 No annoying Lights, Sounds or Odors: No light shall be emitted from any Lot or Property which is unreasonably bright or causes unreasonable glare; no sound shall be emitted from any Lot or Property which is unreasonably loud or annoying including but without limitation, speakers, horns, whistles, bells, animal noises, or other sound devices; and no odors shall be emitted from any Lot or Property which are noxious or offensive to others. Security systems with internal alarms and automatic dialers are encouraged.

5.13 No front yard fencing: no fences of any kind shall project in front of the front façade of the house.

5.14 No RV parked in sight :. RVs must be parked in garage and cannot be parked on lot.

VI. RESTRICTION ON LOTS.

6.1 Number and Location of Buildings: No Buildings or structures shall be placed, erected, altered or permitted to remain on any Lot other than one single family dwelling house, and one garage together with related non-residential structures and improvements of the types described in Section 4.2 hereof. Each Lot must be improved with an enclosed garage at the time of construction of the dwelling house on the Lot. The building sites for all such Buildings and structures shall be approved by the Declarant. In approving or disapproving the building sites, the Declarant shall take into consideration the locations with respect to topography and finished grade elevations and the effect thereof on the setting and surroundings of the Subdivision.

6.2 Dwelling House to be Constructed First: No garage or other structure shall be constructed on any Lot until after commencement of construction of the dwelling house on the same Lot except as otherwise specifically permitted by the Declarant. Subject to the provisions of Section 4.10, all construction and alteration work shall proceed diligently, and each Building, structure, or improvement which is commenced on any Lot shall be entirely completed and granted a certificate of occupancy from Ogden City within 18 months after commencement of construction.

6.3 Setbacks: All Buildings and structures on all Lots shall be set back at least 7.5 feet and 4.5 feet from the side lot lines, 15 feet from the rear lot line and a minimum of 11.25' feet from the front lot line. The "Front Lot Line" is defined to mean that Lot Line of a Lot abutting on a dedicated road. In the event a Lot abuts on more than one of such roads, the Owner or Owners of such Lot shall be required to set back a minimum of 25 feet from each dedicated road.

6.4 Towers and Antennas: Except as otherwise set forth herein, no towers, and no exposed or outside radio, television or other electronic antennas, shall be allowed or permitted to remain on the Lot.

6.5 Used or Temporary Structures: No used or previously erected or temporary house or structure and no house trailer or non-permanent outbuilding shall ever be placed, erected, or allowed to remain on any Lot. Exceptions during construction will be granted on an individual basis by request to the Declarant.

6.6 Fences: See 5.13

6.7 Flashings and Roof Gutters: Flashing or roof gutters or other metal fittings on the exterior of Buildings shall be painted to match adjacent materials on Buildings.

6.8 Erosion Control: Each Owner of a Lot in the Subdivision shall be responsible to insure that no erosion or water drainage shall take place on his lot which may adversely affect neighboring properties and/or roads.

VII. ENFORCEMENT

7.1 Enforcement and Remedies: The obligations, provisions, covenants, restrictions and conditions contained in this Declaration or any Supplemental or Amended Declaration with respect to the Subdivision or any of the Lots may be enforced by Declarant or by any Owner of a Lot subject to this Declaration by a proceeding for a prohibitive or mandatory injunction. If court proceedings are instituted in connection with the rights of enforcement and remedies provided in this Declaration, the prevailing party shall be entitled to recover its costs and expenses in connection therewith, including reasonable attorneys' fees.

7.2 Protection of Encumbrances: No violation or breach of any provision, restriction, covenant or condition contained in this Declaration or any Supplemental or Amended Declaration and no action to enforce the same shall defeat or render invalid the lien of any mortgage or deed of trust taken in good faith and for value and perfected by recording prior to the time of recording of an instrument giving notice of such violation or breach, or the title or interest of the holder thereof or the title acquired by any purchaser upon foreclosure of any such mortgage or deed of trust. Any such purchaser shall, however, take subject to this Declaration and any Supplemental or Amended Declaration except only that non-continuing violations or breaches which occur prior to such

foreclosure shall not be deemed breaches or violations hereof with respect to such purchaser, his heirs, personal representatives, successors or assigns.

7.3 Limited Liability: Declarant shall not be liable to any party for any action or for any failure to act with respect to any matter if the action taken or failure to act was without malice.

X. GENERAL PROVISION:

8.1 Duration of Declaration: Any provision, covenant, condition or restriction contained in this Declaration or any Supplemental or Amended Declaration which is subject to the common law rule sometimes referred to as the rule against perpetuities, shall continue and remain in full force and effect for the period of thirty (30) years or until this Declaration is terminated as hereinafter provided, whichever first occurs.

8.2 Amendment or Revocation: At any time while any provision, covenant, condition or restriction contained in this Declaration or any Supplemental or Amended Declaration is in force and effect, it may be amended or repealed by the recording of a written instrument specifying the amendment or the repeal, which shall be signed and acknowledged by the Owners of not less than two-thirds of the Lots in the Subdivision, and recorded in the appropriate records of the Weber County Recorder's Office.

8.3 Severability: Invalidity or unenforceability of any provision of this Declaration or of any Supplemental or Amended Declaration in whole or in part shall not affect the validity or enforceability of any other provision or valid and enforceable part of a provision of this Declaration.

8.4 Captions: The captions and headings in this instruments are for convenience only and shall not be considered in construing any provision, restriction, covenant or condition contained in this Declaration.

8.5 No Waiver: Failure to enforce any provision, restriction, covenant or condition in this Declaration or in any Supplemental or Amended Declaration shall not operate as a waiver of any such provision, restriction, covenant or condition.

8.6 Nuisance: The result of every act or omission, whereby any provision, condition, restriction, covenant, easement or reservation contained in this Declaration is violated in whole or in part, is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable against every such result, and may be exercised by the Declarant, or any other Owner in the Subdivision. Such remedy shall be deemed cumulative and not exclusive.

8.7 Landscaping control: Each Owner shall maintain his Lot in an attractive and safe manner so as not to detract from the community.

8.8 Failure to Remove Rubbish or Comply: Upon failure or neglect of any Owner to remove rubbish, trash, weeds or unsightly debris from his Lot or to otherwise comply with these covenants within (ten) 10 days after written notice to remove such or to comply has been mailed to him by the Declarant, the Declarant may cause the same to be removed or the Property to be brought into compliance and the Lot Owner shall be responsible for the reasonable expenses.

8.9 Not Liable: The Declarant shall not be liable in damages to any person for any act by the Declarant. Any person acquiring the title to any Property in the Subdivision or any person submitting plans to the Declarant for approval, by so doing, shall be deemed to have agreed and covenanted that he will not bring any action or suit to recover damages against the Declarant, its members as individuals, or its advisors, employees or agents. Any person violating the terms of this paragraph shall reimburse the Declarant for all legal and other professional fees incurred by the Declarant in resolving such violation.

IN WITNESS WHEREOF, the Declarant ~~is~~ Matthew R. Godfrey
Executive Director, _____ have executed this Declaration the day and
year first above written.

Declarant: Ogden City Redevelopment Agency

ATTEST:
Joselyn A. Pierce
RD SECRETARY

By: Matthew R. Godfrey
Its: _____

EXISTING OWNERS

The undersigned Owners of Lots 4, 5 and 15 of the Subdivision described in the foregoing Declaration of Covenants, Conditions and Restrictions for Legacy Park hereby accept, adopt, ratify and agree to the terms of said Declaration and further declare that the Covenants, Conditions and Restrictions in the Declaration shall be deemed covenants running with the land or as equitable servitude as the case may be and shall constitute benefits and burdens to the undersigned, their successors and/or assigns and to all parties hereafter owning any interest in said Lots or Property.

+ Caylon Foban
+ Alfredo Arala

Lot 4

Walter Salazar
Loy Salazar

Lot 5

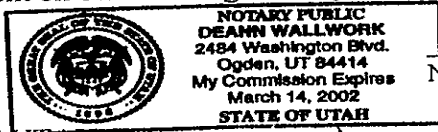
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X Isidro Couela
X Carlos Tobac
X Isidro Couela
X Carlos Tobac

Walter Salazar
C. Loy Salazar
Lot 15
Walter Salazar
C. Loy Salazar

STATE OF UTAH)
)
) :SS.
COUNTY OF ~~SALT LAKE~~ WEBER)

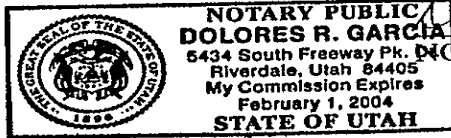
On the 5th day of Sept., 2000, personally appeared before me the signer of the foregoing instrument who duly acknowledged to me that he is the Exec. Director of Ogden City Redevelopment Agency, is authorized to execute this document on behalf of Ogden City Redevelopment Agency and that he executed the same.



Deann Wallwork
NOTARY PUBLIC

STATE OF UTAH)
)
) :SS.
COUNTY OF ~~SALT LAKE~~ WEBER)

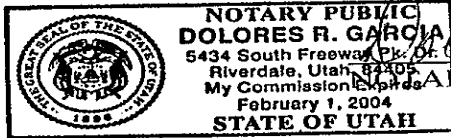
On this 5th day of Sept March, 2000, before me personally appeared WALTER SALAZAR, C. LOY and ISIDRA ORTIZ ARREOLA personally known to me to be the persons whose names are subscribed to on this instrument, and acknowledged that they executed the same.



Dolores R. Garcia
NOTARY PUBLIC

STATE OF UTAH)
)
) :SS.
COUNTY OF ~~SALT LAKE~~ WEBER)

On this 5th day of Sept March, 2000, before me personally appeared WALTER SALAZAR, C LOY and SALAZAR, ISDRA ORTIZ ARREOLA personally known to me to be the persons whose names are subscribed to on this instrument, and acknowledged that they executed the same.

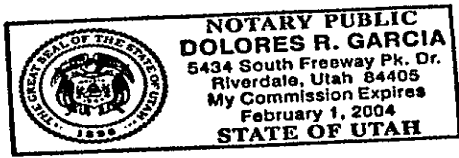


Dolores R. Garcia

NOTARY PUBLIC

STATE OF UTAH)
)
) :SS.
COUNTY OF ~~SALT LAKE~~)
WEBER)

On this 5TH day of Sept March, 2000, before me personally appeared WALTER SALAZAR, C. LOY SALAZAR
and ISIDRA ORTIZ ARREOLA personally known to me to be the persons whose names are
subscribed to on this instrument, and acknowledged that they executed the same.



Dolores R. Garcia

NOTARY PUBLIC

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