

DECLARATION OF BUILDING AND USE RESTRICTIONS
A.J. ROBSON ESTATES SUBDIVISION PHASE 1



W1951910

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:

All of the lots 1-24, A. J. Robson Estates Subdivision Phase 1, 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

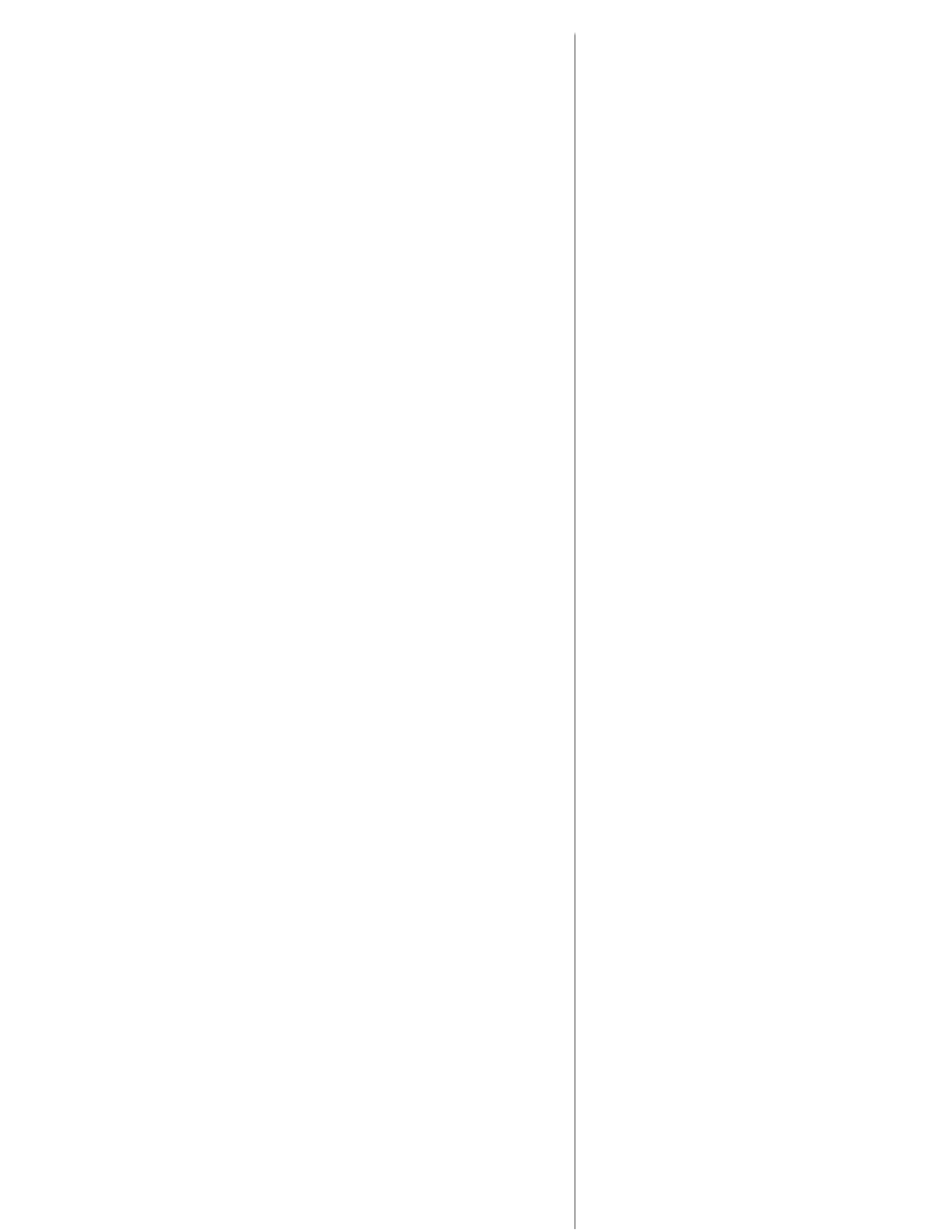
1. Plain City Zoning and Subdivision Ordinances. All lots in the Subdivision shall be subject to Plain City Zoning and Subdivision Ordinances and the development and improvement of all lots therein shall be in compliance therewith.

2. 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. All construction to be of new materials, except that used brick may be used with prior written approval of the Architectural Control Committee. All homes are to be built on site, no pre-fabricated homes will be allowed. Any outbuildings must be approved in advance by the Committee as to the size, architectural design, materials and location.

3. 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 in writing by the Architectural Control Committee as to quality of workmanship and materials and the harmony of the external elevation, with existing structures, and as to location with respect to topography and finish grade elevation. Any fence installed on a lot shall be of vinyl or wood. No chain link fence will be allowed, except on rear property lines. All fencing will be in accordance with Plain City Building Codes.

E# 1951910 BK2394 PG312
DOUG CROFTS, WEBER COUNTY RECORDER
27-JUN-03 1240 PM FEE \$41.00 DEP LF
REC FOR: RANDY.MARRIOTT.CONST.CO

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15-347-0001 to 0012



4. Dwelling Size. The permitted dwelling shall have an attached, enclosed garage for at least 2 and no more than 4 vehicles. Any rambler or single level dwelling shall be at least 1600 square feet on the main level, exclusive of basement, open porches and garages. A two story dwelling shall have no less than 2100 square feet above ground exclusive of open porches, basement and garages. Roofs must have at least a 6/12 pitch.

4A. Appearance of dwelling: No less than 50% of the front elevation must be covered with brick or rock and the remaining area of the front and sides may be covered in stucco. Vinyl siding will only be allowed on the rear elevation. The exterior elevation of the dwelling must meet the approval of the Architectural Control Committee with respect to the workmanship, materials and overall harmony with the existing structures. It is the intent and purpose of this covenant to assure that all dwellings shall be of quality workmanship and materials.

5. Building Location. No building shall be located on any lot nearer to the front line or nearer the side street line than the minimum building setback lines shown on the recorded plat and subject to local building codes. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of any building on a lot to encroach upon another lot.

6. Finished Floor and Water Table Elevation. The finished floor elevation of any building shall comply with the specifications noted on the plat. Any exceptions must be approved in writing by the city engineer. A buyer of any lot in Subdivision assumes all of the responsibility as to the depth in which they put their footings and foundation and holds the developer and Plain City harmless from any damages that may come due to high ground water.

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

8. 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 automobiles, trailers, boats, or other vehicles are to be stored on streets at any time. Such items may be stored on lots if they are in running condition, properly licensed and are being regularly used. Such items shall not be stored in areas that detract from the visual appeal of the subdivision.

9. 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.

10. 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 must meet the specification of Plain City.

11. Animals. The allowance of Animals in the Subdivision shall be subject to the Plain City Zoning Ordinance. No animals shall be allowed to be kept on any lot nearer to the street than the back house line.

12. 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. Each lot and its abutting street are to be kept free of trash, weeds, refuse and any items that may cause a fire hazard. No unsightly materials or other objects are to be stored on any lot in view of the general public.

13. 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.

14. 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.

15. Landscaping and protection of concrete improvements. 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. After closing of the lot, buyer is responsible for any damages that may occur to the sidewalk or curb and gutter.

16. 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. The Committee shall initially consist of three members. All decisions of the Committee shall be made by majority vote, including the removal or appointment of Committee Members. Members of the Committee shall not be entitled to compensation for their services. 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. 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 Committee members shall have no affirmative obligation to be certain that all construction in the Subdivision complies with the restrictions contained herein and no Committee member shall have any liability or responsibility for any decisions or lack thereof, in carrying out the duties of a Committee member. The sole responsibility for compliance with the provisions of this Declaration shall rest with the lot owners in the Subdivision. The initial Architectural Control Committee is composed of:

Craig Crase
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.

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 of 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.

4. Acceptance of Restrictions. All purchasers on lots in the Subdivision shall, by entering into contracts to purchase and accepting deeds for such lot, be conclusively deemed to have consented and agreed to all restrictions, conditions, terms, agreements and covenants herein contained.

Dated this 27 day of June, 2003.

Craig Crase
Craig Crase, Recorded Owner

Kami Marriott
Kami Marriott for R&K Properties, L.C. Recorded Owner

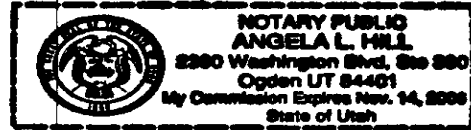
STATE OF UTAH

COUNTY OF WEBER

On this 27 day of June, 2003, personally appeared before me, Craig Crase, who under oath acknowledged to me that he is the owner of A. J. Robson Estates Subdivision Phase 1 and that he executed the above instrument for and in behalf of A. J. Robson Estates Subdivision Phase 1.

NOTARY PUBLIC: Angela L. Hill

RESIDING AT: Ogden, Utah



STATE OF UTAH

COUNTY OF WEBER

On this 27 day of June, 2003, personally appeared before me, Kami Marriott, who under oath acknowledged to me that she is the Managing Member of R & K Properties, L.C. and that R & K Properties L.C. is the owner of A. J. Robson Estates Subdivision Phase 1 and that she executed the above instrument for and in behalf of A. J. Robson Estates Subdivision Phase 1.

NOTARY PUBLIC: Angela L. Hill

RESIDING AT: Ogden, Utah

