

Blackburn Jones  
205 24th St.  
Ogden Utah 84403



\*W2090068\*

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**DECLARATION OF RESTRICTIVE COVENANTS HALLTREE SUBDIVISION PHASE 12**

TO WHOM IT MAY CONCERN:

WHEREAS, the undersigned Trustees (hereinafter collectively referred to as the undersigned) are the legal and beneficial owners of a certain tract of land situated in the City of North Ogden, Weber County, State of Utah, described as Halltree Phase 12.

WHEREAS, the undersigned are about to sell the property described heretofore, which it desires to subject, pursuant to a general plan of improvement, to certain restrictions, conditions, covenants and agreements between itself and the several purchasers of said property themselves as hereinafter set forth, 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.

NOW, THEREFORE, the undersigned declare that the property described heretofore is held and shall be sold, conveyed, leased, occupied, resided upon, hypothecated and held subject to the following restrictions, conditions, covenants and agreements between the undersigned and the several owners and purchasers of said property as between themselves and their heirs, successors and assigns:

**PART B. AREA OF APPLICATION**

**B-1. FULLY PROTECTED RESIDENTIAL AREA.** The Residential Area Covenants in Part C in their entirety shall apply to all lots included in Halltree Phase 12, as attached.

**PART C. RESIDENTIAL AREA COVENANTS**

**C-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; a private garage for not less than two cars, but not more than three cars; and other outbuildings as shall be approved in advance in writing by the Architectural Control Committee.

**C-2. FURTHER SUBDIVISION.** A separate single-family dwelling must be built on each lot, which dwelling must meet all covenants and restrictions contained herein. No lot, as described by the official plat recorded on this property, may be subdivided into smaller parcels, and each lot is subject to the requirement of sub-part C-1 regarding buildings which must be erected.

**C-3. ARCHITECTURAL CONTROL.** No building shall be erected, placed, or altered on any lot until the construction plans and specifications (including landscaping plans) and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, in harmony with the external design of existing structures, and as to location with respect to topography and finish grade elevation and landscaping. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in Part D.

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**C-4. DWELLING QUALITY AND SIZE.** It is the intention and purpose of the covenants to assure that all dwellings shall be of quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the permitted dwelling size. No residential structure shall be erected or placed on any building lot in said subdivision unless one of the following conditions 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 1600 square feet.
- b. If the residence is a multi-level, there shall be at least 2200 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 2100 square feet of finished area, exclusive of porches, garage areas or basements.
- d. The exterior finish materials of the residence shall be 100% Rock, Brick, Stucco, or materials other than vinyl siding as deemed appropriate by the architectural control committee.
- e. Any fencing will be the responsibility of the builder or homeowner. Fence material and design shall meet the standards set by the architectural control committee and shall be in compliance with North Ogden City ordinances.
- f. Roofs shall have a pitch of at least 6/12.

**C-5. TIME LIMITATION FOR CONSTRUCTION.** Construction of all residential dwellings, pursuant to the terms and conditions of this Part C, must be started no later than six calendar months and completed no later than one calendar year from the date of purchase (the "date of purchase" means the date title of the lot is transferred by deed or contract, thus permitting construction).

**C-6 EASEMENTS.** 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 not obstruct or retard the flow of water through the drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

**C-7 LANDSCAPING.** Landscaping shall be substantially completed on all sides of the dwelling within one calendar year of the date construction began. Construction shall be deemed to have started on the date the lot owner obtains a building permit from North Ogden City. "Substantial completion" shall mean lawn, shrubs, trees or ground cover of a similar grade or quality to the homes in the subdivision covering the entire lot with reasonable allowance for garden space. Landscaping plans shall be subject to review and approval by the Architectural Control Committee.

**C-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.

**C-9 TEMPORARY STRUCTURES.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn, shed or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

**C-10 PRIVATE RESIDENCE: MOVING OF STRUCTURES.** Said premises shall be

used for private residence purposes only, except as hereinafter set forth and no structure of any kind shall be moved from any other prior residence upon said premises.

**C-11 SIGNS.** No signs 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 two 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.

**C-12 PETS, ANIMALS, ETC.** 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 house pets may be kept provided they are not kept, bred, or maintained for any commercial purpose.

**C-13 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 clean and sanitary condition. No hazardous material, including waste oil, may be disposed of by any means of disposal on any lot subject to this Agreement.

**C-14 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 including, but not limited to, constructing and maintaining such structures, including model homes, as may be reasonably necessary or advisable in connection with 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" and "developer transferee" specifically exclude individual purchasers of improved lots.

#### **PART D. ARCHITECTURAL CONTROL COMMITTEE**

**D-1 MEMBERSHIP.** The Architectural Control Committee is composed of Richard C. Hall, Bruce H. Jones, and Joseph D. Rottler. 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 shall have full authority to designate 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 then 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.

**D-2 BUILDING APPROVAL.** 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 plans and specifications within 30 days after such have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.

**D-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, and 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.

**PART E. GENERAL PROVISIONS.**

**E-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 fifteen years from the date these covenants are recorded, after which said covenants shall be automatically extended for successive periods of ten years each, 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.

**E-2 ENFORCEMENT.** Enforcement shall be by proceeding 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.

**E-3 SEVERABILITY.** Invalidation of anyone 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.

**E-4 ATTORNEY FEES.** If any covenant or restriction contained herein is enforced by legal action, the person enforcing the covenant shall have the right to collect reasonable attorney fees and costs against the person found violating the covenant.

**PART F. 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.

IN WITNESS WHEREOF, I have set my hand this 1 day of March, 2005.

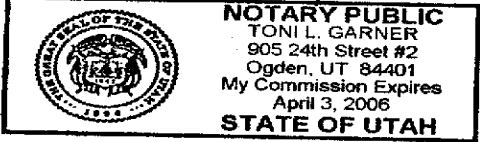
DECLARANT

Bruce H. Jones  
Bruce H. Jones, Blackburn Jones Real Estate, Inc.

STATE OF UTAH            )  
  ss.  
COUNTY OF WEBER        )

The forgoing instrument was acknowledged before me this 1 day of March, 2005, by Bruce H. Jones, of Blackburn Jones Real Estate, Inc., a Utah Corporation.

My commission Expires April 3, 2006



Toni L. Garner  
Notary Public

Residing at: Hooper, Utah