



W2091403

WHEN RECORDED, RETURN TO:
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**DECLARATION OF PROTECTIVE COVENANTS, AGREEMENTS, RESTRICTIONS
AND CONDITIONS AFFECTING SLEEPY HOLLOW NORTH SUBDIVISION**

PART A. PREAMBLE

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, THE UNDERSIGNED, being the Owners (hereinafter the
"Declarant") of the following described real property located in Weber County, State of Utah,
to-wit:

17- 304- 0001- 0016 ✓
North 17- 305- 0001- 0019 ✓
Lots 1 through 35, inclusive, Sleepy Hollow Phase 1 and 2, according to the
official records of the county recorder's office of Weber County, State of Utah.

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, which shall run with the Lots and shall be binding on all parties
having or acquiring any right, title or interest in the Lots and shall inure to the benefit of each
such party:

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. Each dwelling
shall have as a minimum a two car garage. All dwellings shall have a concrete paved driveway
(or other hard surface approved by the Architectural Control Committee) from the garage to the
street allowing safe ingress and egress. Said premises shall be used for private resident purposes
only except as hereinafter set forth, and no structure of any kind shall be moved upon said
premises, nor shall any incomplete building be permitted to remain incomplete for a period in
excess of one year from the date the building was started unless approved by the Architectural
Control Committee.

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

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REC FOR: JED.J.MC.CORMICK

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. Approval shall be as provided in Part C.

3. Licensed General Contractor. Unless the Architectural Control Committee gives a written waiver of approval to a lot owner, no building shall be erected, altered or placed on any lot except by a licensed general contractor duly qualified and licensed by the appropriate governmental authorities.

4. Dwelling, Quality and Size. The minimum permitted dwelling sizes shall be as follows:

A. The ground floor square feet area of the main structure, exclusive of garage and any one-story open porches, shall not be less than 1,200 square feet for a one-story dwelling.

B. In a two-story home, which is two stories above the curb level, the combined area of the ground story level and the story above ground-story level, exclusive of garage and any one-story open porches, shall total not less than 1,200 square feet. The main floor of a two-story home, exclusive of garages and any open porches, shall not be less than 700 square feet.

C. In a multi-level home (i.e. three or four level split), the top two levels of the main structure, exclusive of garage and any one story open porches, shall not be less than 1,200 square feet.

D. No dwelling shall be erected or placed on any lot with an aluminum siding or vinyl siding exterior. All exterior materials must be approved by the Architectural Control Committee.

E. All exterior materials must be approved by the Architectural Control Committee prior to commencement of construction.

F. Roofing materials shall be architectural grade asphalt shingles (minimum 25 year type), architectural grade asphalt shingles (minimum 30 year type), tile or cedar shake, or as approved by the Architectural Control Committee.

G. All dwellings shall be stick built on site. No prefabricated or manufactured homes shall be permitted.
The purpose of these covenants is to assure that all dwellings shall be of a quality of

workmanship and materials substantially the same as or better than that which can be produced at the date that these covenants are recorded. The minimum square footage cited in this paragraph can be waived if prior written approval of the Architectural Control Committee is obtained and the lot size and topography justifies the waiver, and all other covenants contained in this declaration are met.

The Architectural Control Committee reserves the right to be "subjective" in approving or disapproving the construction of any home to be built in the subdivision in order to enhance and protect the value, desirability, and attractiveness of the lots. It is contemplated by this declaration, and agreed to by all lot owners, that there will be variations and adjustments made by the Architectural Control Committee in approving or disapproving building plans. The process of approval by the Architectural Control Committee will be subjective, but not arbitrary, in approving building plans in substantial conformity with these Protective Covenants.

5. Building Location.

A. Any dwelling or improvements erected or placed on the lot shall be situated within the side yard, set back and rear lot line as required by city ordinances. Detached garages or other permitted accessory buildings may not encroach upon any easements.

B. 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. 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.

7. 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 on patios or in other open areas, unless the patio or area is enclosed and designed for such purpose. All roof mounted heating and cooling equipment must be set back to the back side of the roof out of view from the street. All TV antennas are to be placed in the attic out of view. Satellite dishes are to be hidden from view from the street.

8. Automobiles and RV's. No automobiles, trailers, boats, or other vehicles are to be parked or stored on the front or side street of the lots unless they are in running condition, properly licensed and are being regularly used. Automobiles parked on a street must be moved at least every 48 hours. All RV's stored or parked on the lot must be located to the side or in the rear of the home and must be concealed from the front of the street.

9. Landscaping. Trees, lawns, shrubs, or other plantings shall be properly nurtured and maintained or replaced by the property owner at the owner's expense. Within one year of occupancy of a home built in the subdivision, the front and side yards, and within two years of occupancy, the back yard, shall be planted in lawn or other acceptable landscaping so as not to negatively impact the aesthetics of the subdivision. "Acceptable landscaping" and "lawn" shall be interpreted by the then existing Architectural Control Committee which will reflect the majority view of the then-existing homeowners in the subdivision.

10. 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 are permitted.

11. Private Residence, Moving of Structures, Incomplete Building. Said premises shall be used for private residence purposes only, except as hereafter set forth, and no structure of any kind shall be moved from any other prior residence upon said premises. No incomplete building shall be allowed to remain incomplete for a period in excess of one year from the date the building is started unless approved, in writing, by the Architectural Control Committee.

12. Signs. No sign of any kind shall be displayed to the public view on any lot except signs used by a builder to advertise the property during the construction and sales period, or signs used by a property owner advertising the property for sale.

13. 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 control.

14. 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.

15. Damage to Other Lots or Structures. The owner of a lot shall be liable for any

damage done to another lot, or to improvements thereon, caused by the lot owner or by lot owner's contractor.

16. 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 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.

17. 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.

18. Re-subdivision of Lots. No lots may be re-subdivided.

19. Damage. Any damage inflicted on existing improvements such as curbs, gutters, streets, concrete sidewalks and such, by the purchaser or owner and/or their agents or builder of any particular lot in this subdivision must be repaired as soon as possible after such damage is discovered, and the expense of such repair shall be borne by the purchaser or owner.

PART C. ARCHITECTURAL CONTROL COMMITTEE

1. Membership. In the event of death or resignation of any member of the Architectural Control 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. A majority of the committee may designate a representative to act for it. At such time that all lots owned by the Declarant are sold, the aforementioned Declarant shall be released from responsibility of the committee. At any time after all lots owned by the Declarant are sold, the record owners of a two-thirds majority of the then recorded owners 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 initial Architectural Control Committee is composed of:

Member #1	Jed McCormick
Member #2	David Bailey
Member #3	Jeff Lee

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.

3. Rules and Regulations. The Committee shall have the authority to adopt reasonable rules and regulations for the conduct of its proceedings and to carry out its duties and may fix the time and place for its regular meetings and such extraordinary meetings as may be necessary, and may keep written minutes of its meetings, which shall be open for inspection upon request of any Lot Owner. The Committee shall, by majority vote, elect one (1) of the members as chairman and one (1) of its members as Secretary and the duties of each will be such as usually appertains to such offices. The Committee shall meet as often as needed as determined by the Committee. The Committee shall have power, by a majority vote, to promulgate rules and regulations to guide it in its activities. The initial rules and regulations, subject to amendment by the Committee, are attached hereto as Addendum A and by a reference made a part hereof. By a majority vote of the Lot Owners, in person or by proxy at a duly called meeting, or by absentee ballot properly signed by the Lot Owner, any rule or regulation may be amended, adopted or repealed. The Owner(s) of each Lot shall have one (1) vote. Multiple Owners of a given Lot must select a single representative to cast the vote for their lot.

4. Immunity. 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 decisions 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 D. GENERAL PROVISIONS

1. Accepted Declarant Activities. Nothing in this Declaration shall prevent

Declarant, Declarants' developer transferees or the employees, contractors, or sub-contractors of Declarant or Declarants' developer transferee from doing on any part or parts of the subdivision whatever they determined may be reasonably necessary or advisable in connection with the development of the subdivision, including, but not limited to, construction and maintenance of 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 Owners or Declarant's developer transferee as may be reasonably necessary or lease of subdivision lots. As used in this section, the words "Declarant's developer transferee" specifically exclude individual purchases of improved lots.

2. 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 thirty 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 two-thirds (2/3) majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

3. 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. The rights granted herein to enforce this Declaration of Protective Covenants shall be cumulative and are not intended to exclude any other remedies which may be available to any other person in law or in equity. Any person or persons who bring a successful action to enforce this declaration shall be entitled to an award for reasonable attorney's fees and costs incurred in prosecuting such action.

4. 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.

5. Acceptance of Restrictions. All purchasers of property described above shall, by acceptance of delivery of any deed, or by purchasing under a contract, or by acquiring any interest in any lot listed herein, or any portion thereof, be conclusively deemed to have consented and agreed to all restrictions, conditions, covenants and agreements set forth herein.

6. Modification. This Declaration of Protective Covenants may be modified, amended, supplemented, or canceled by: (1) an instrument signed by a two-thirds (2/3) majority of the then owners of record of all lots in the Subdivision, or (2) the developer at his own discretion.

Jed J. McCormick

Dated this 3/16/05 day of _____, 20____.

STATE OF UTAH)
 : ss
COUNTY OF)

On the 14 day of March, 2005, personally appeared before me Jed J. McCormick, the signer of the foregoing instrument who duly acknowledged to me that he executed the same.

IN WITNESS WHEREOF I have herewith set my hand and affixed my seal this 16 day of March, 2005.

Stacey A. Harrington
Notary Public

Residing at:
My Commission Expires:



ADDENDUM A

INITIAL RULES AND REGULATIONS OF THE ARCHITECTURAL CONTROL COMMITTEE

While the controls exercised by the Architectural Control Committee (hereafter referred to as the ACC) must be maintained. The Committee does not intend to stifle innovative designs or architectural freedom. If any design elements of a prospective home appear to be in conflict with the controls or recommendations set forth, such conflicts must be resolved by the Committee and will, whenever possible, be resolved in favor of aesthetic and design quality.

The guidelines and restrictions contained herein are consistent with the provision of the recorded covenants of Sleepy Hollow Subdivision Phase 1 and 2. The protective covenants for Sleepy Hollow Subdivision Phase 1 and 2 are on record in the office of the Recorder, Weber County, Utah. Any violations of these guidelines, or the restrictions or protective covenants may result in required changes to floor plans, colors, materials, etc. at the owners and/or contractors expense.

No construction may begin in Sleepy Hollow Subdivision Phase 1 and 2 without the issuance of a building permit issued by the city of North Ogden building inspector. A set of drawings and specifications must be submitted to the ACC prior to applying for a North Ogden permit. This stamp of approval will be given upon compliance with all provisions stated in the protective covenants and conditions and these rules and regulations and by execution of the final agreement page of these rules by the Owners and/or contractors legally responsible for the project.

SECTION 1

Three (3) complete sets of plans shall be submitted to the Committee and shall contain the minimum exhibits as listed below. Two (2) sets will be stamped and returned, one for the City Building Inspector and one for construction use.

A. SITE PLAN

1. Show scale and over-all dimensions.
2. Indicate lot number and street name.
3. Indicate setback from street (front yard minimum setback is 30 feet and side yards minimum setbacks are 8 feet and 10 feet).
4. Indicate grade elevations at front corners of lot finished floor elevations.
 5. All finished floor elevations must be a minimum of twelve

(12) inches above the crown of the road of the front street elevations. Finished floor elevations are to be consistent with existing homes on the adjacent lots. In instances where the contour of the land prohibits compliance, a special examination of the site will be made by the Committee and a determination will follow.

6. Location of the HVAC shall be noted. No HVAC unit will be placed on the roof.

B. FLOOR PLAN

1. Show scale and over-all dimensions.
2. Indicate window and door locations and sizes.
3. Show location of the HVAC units, satellite dishes, and any other mechanical and/or non-mechanical devices. Location of these items must be in the rear of the house or out of street view. Special consideration will be given when rear installation is not feasible. In such a situation, the unit must be screened from the street view with materials compatible with materials used in the construction of the house.

C. ELEVATIONS

1. Note scale on plan.

D. CONSTRUCTION AND MATERIALS WHICH ARE NOT PERMITTED

1. Log house.
2. Pre-manufactured houses.
3. Earth or berm houses.
4. Re-located houses.
5. Wood, vinyl or aluminum siding.

E. ACCEPTABLE ROOFING MATERIALS

1. Roofing materials must be 25 yr. architectural grade asphalt, slate, clay or concrete tile.

F. HEIGHT OF HOUSE

1. All houses proposed to be over one story in height will be examined by the Committee as to the aesthetic value for adjoining houses, lots and/or their views.

The Committee has the right to restrict the height of a house if it unduly restricts a neighbors view.

G. IMPROVEMENTS, LANDSCAPING AND SPECIAL RESTRICTIONS

1. All storage units, detached garages, etc., are to have the same design and materials as the main dwelling.
2. All homes are to have a minimum two car attached or detached.
3. All required landscaping (as outlined in #8 of the Declaration) will be completed prior to the issuance of the certificate of occupancy.
4. All fencing around houses shall be of vinyl materials and shall conform the North Ogden zoning requirements. No chain link, wood or wire fences/walls will be allowed.
5. Blasting of any kind will not be allowed.
6. In order to maintain the integrity of the project, no roof-top mounted air conditioning or heating equipment, or any other such devise will be allowed.

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