



W2668092

When recorded mail to:
5732 South 1475 East
Suite 100
Ogden, Utah 84403

E# 2668092 PG 1 OF 5
ERNEST D ROWLEY, WEBER COUNTY RECORDER
12-Dec-13 0322 PM FEE \$21.00 DEP SC
REC FOR: MOUNTAIN VIEW TITLE - OGDEN
ELECTRONICALLY RECORDED

**PROTECTIVE COVENANTS AND RESTRICTIONS
COUNTRY BOY ESTATES SUBDIVISION PHASE 4**

KNOW ALL MEN BY THESE PRESENTS:

Whereas, the undersigned are the present owners of all of the lots, pieces and parcels of land embraced within the are hereinafter described and whereas said area comprises an exclusive residential subdivision within North Ogden City, Weber County, Utah.

Now therefore, the following restrictive covenants are placed upon said lots for the mutual benefit and protection of present and future owners, and the premises therein, in addition all property owners must comply with county and city zoning and subdivision ordinances. The following covenants and restrictions shall attached to the real property located in Weber County, Utah, more particularly described as:

11-400-0001, 11-400-0002; 11-400-0003; 11-400-0004 *LLK*
Lots 54-R, 55-R, 56-R and 57-R Country Boy Subdivision Phase 4,
North Ogden City, Weber County, Utah.

1. **Single Family Residence with Attached Garage:** No building shall be erected, altered, place or permitted to remain on any lot other than one detached single family dwelling, not to exceed two and one half stories in height and no less than a two car attached garage with no more than a four car attached garage and other out buildings approved in advance, in writing by the Architectural Control Committee herein described below.
2. **Architctural Control Committee Approval:** 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 material and harmony of external design with existing structures.

The Architectural Control Committee is composed of the members of SBE 2, LLC; Mystery Ranch, LLC and/or their legal and lawful assigns. In the event of death, resignation or incapacitation of any member of the committee, the remaining members shall have full authority to designate a successor. At any time the current owners of record of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee. In the even the committee fails to approve or disapprove within 30 days after plans and specification 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 deemed to have been fully complied with.

3. **All Land Use and Buildings.** All buildings shall be in compliance with all zoning and land use ordinances and regulations of the municipalities and agencies governing subdivision land use and building, including all landscaping, grading and drainage of the land in each owner's lots. All must be completed so as to comply with flood control requirements of the subdivision and the individual lots therein.

4. **All Construction is to be of New Materials:** Dwellings must be site built in accordance with Uniform Building Code Requirements. Off site and/or manufactured housing shall not be permitted.
5. **Minimum Square Footage:** The minimum finished square footage dwelling structure exclusive of attached garage and any open porches, balconies, decks or other semi external space, shall not be less than:
 - a. 1,200 square feet on the ground level for any one-story dwelling.
 - b. 1,350 square feet for the combined finished square footage of the ground story level and the story above ground story level of a two-story dwelling.
 - c. 1,300 square feet for the combined finished square footage of the ground story level and the levels above the ground in a multi level dwelling.
6. **The Exterior Design:** Showing finish materials must be prepared and the renderings and elevations approved. Plans shall also show the location of the structure on the lot and finish grade elevations. Exterior materials shall consist of brick, stucco or stone on the front of the structure. The other three sides of the structure may be sided with vinyl.
7. **Setback Requirements:** No structure shall be located on any lot nearer to the front line or side line than the minimum building setback lines as established by North Ogden City. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback lines as established by North Ogden City.
8. **Utility Easements:** Easement for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of the subdivision. Within these easements, no structure, planting or other materials 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 drainage flow channels in the easement area of each lot and all improvements for which a public authority or utility company is responsible.
9. **Division of Lots:** The owners may not further subdivide lots and n owner shall have the right to sell or convey less than a full sized lot as recorded.
10. **Signs:** No sign of any kind shall be displayed to the public view on any lot except for one professional sign of not more than five square feet to advertise the property for sale, or signs used by the builder to advertise the property during the construction and sales period. No sign displaying "For Rent" may be displayed on any portion of the property including the house and lot.
11. **No Noxious or Offensive Activity.** No activity shall be carried out upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
12. **No Structure of a Temporary Character:** No Trailer, basement tent, shack, garage, barn or other outbuilding may be used on any lot at any time as a residence either temporarily or permanently. All recreational vehicles, trailers, boats, motor homes or coaches must be parked behind the front of the garage at all times including storage.
13. **No Drilling:** Drilling for oil, natural gas or water is not permitted on any lot.
14. **Animals:** No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that a dog, cat or other domesticated household pet may be kept provided that they are not kept, bred or maintained for any commercial purpose. Notwithstanding the foregoing, no animal or fowl may be kept on a lot which results in an annoyance or is obnoxious to residents in the vicinity.
15. **Garbage Removal:** 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 other equipment for the storage or disposal of such material shall kept in a clean and sanitary condition.
16. **Fences:** 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 40 feet from the intersection of the street property lines extended. The same sight line limitations shall apply to any lot within 10 feet from the intersection of a street property line

with the edge of a driveway or pavement. No tree shall be permitted to remain within such distances of such intersections unless foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

- 17. **Electronic Antennas:** Antenna's are permitted provided that they shall not exceed 3 feet in height, length and width.
- 18. **Landscaping:** Within one year of occupancy of any home built on a lot in said subdivision, the front and the side yards shall be planted in lawn or other acceptable landscaping so as not to be offensive and non-conforming with other phases of Country Boy Subdivisions. All lots shall have sprinkler systems installed in the front and side yards of the lots with automatic timers on them within one year of occupancy.
- 19. **City Ordinances:** All lots are subject to the ordinances of North Ogden City and where the ordinances of North Ogden City are more restrictive than the covenants and restrictions stated herein the requirements of North Ogden City shall supercede the requirements set forth herein and all owners shall be required to conform to the ordinances of North Ogden City.
- 20. **Enforcement:** Enforcement of the covenants, conditions and restrictions stated herein shall be by proceedings of law or by equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to cover damage. It shall be lawful for any person or persons owning any real property situated in Country Boy Subdivision Phase 2 and 3 and other subsequent phases of Country Boy Subdivision to prosecute for damages or other compensation for such violation.
- 21. **Invalidation:** If any one of these covenants be amended or changed by judgment or court order it shall no way affect any of the other provisions which shall remain in full force and effect.
- 22. **No Liability for Damages:** The Architectural Control Committee shall not be held liable for any damages by reason of any action, inaction, approval or disapproval by it with respect to any request pursuant to this declaration.
- 23. **Duration:** These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of forty years from the date of those covenants are recorded after which time said covenant shall be automatically extended for successive period of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to the change to said covenants in whole or in part.

Dated this the 6th day of December 2013.

SBE2, LLC, an Alaskan
Limited Liability Company

By: 
Jack A. Barrett—Managing Member

JPM Holdings, LLC, a Utah
Limited Liability Company

By: _____
Jake Meng—Manager

~~Donna Leake~~

~~Holly M. Leake~~

with the edge of a driveway or pavement. No tree shall be permitted to remain within such distances of such intersections unless foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

- 17. **Electronic Antennas:** Antenna's are permitted provided that they shall not exceed 3 feet in height, length and width.
- 18. **Landscaping:** Within one year of occupancy of any home built on a lot in said subdivision, the front and the side yards shall be planted in lawn or other acceptable landscaping so as not to be offensive and non-conforming with other phases of Country Boy Subdivisions. All lots shall have sprinkler systems installed in the front and side yards of the lots with automatic timers on them within one year of occupancy.
- 19. **City Ordinances:** All lots are subject to the ordinances of North Ogden City and where the ordinances of North Ogden City are more restrictive than the covenants and restrictions stated herein the requirements of North Ogden City shall supercede the requirements set forth herein and all owners shall be required to conform to the ordinances of North Ogden City.
- 20. **Enforcement:** Enforcement of the covenants, conditions and restrictions stated herein shall be by proceedings of law or by equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to cover damage. It shall be lawful for any person or persons owning any real property situated in Country Boy Subdivision Phase 2 and 3 and other subsequent phases of Country Boy Subdivision to prosecute for damages or other compensation for such violation.
- 21. **Invalidation:** If any one of these covenants be amended or changed by judgment or court order it shall no way affect any of the other provisions which shall remain in full force and effect.
- 22. **No Liability for Damages:** The Architectural Control Committee shall not be held liable for any damages by reason of any action, inaction, approval or disapproval by it with respect to any request pursuant to this declaration.
- 23. **Duration:** These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of forty years from the date of those covenants are recorded after which time said covenant shall be automatically extended for successive period of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to the change to said covenants in whole or in part.

Dated this the 6th day of December 2013.

SBE2, LLC, an Alaskan
Limited Liability Company

By: _____
Jack A. Barrett—Managing Member

JPM Holdings, LLC, a Utah
Limited Liability Company

By: 
Jake Meng—Manager

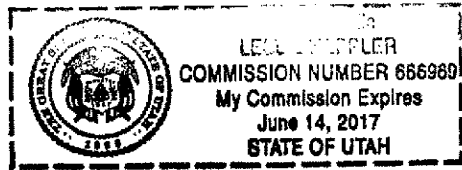
Dean Leake

Holly M. Leake

State of Utah
County of Washington
HO 74 JL

On this the 6th day of December 2013, personally appeared before me, Jake Meng as Manager of JPM Holdings, LLC, a Utah Limited Liability Company, who duly acknowledged to me that he executed this document in the capacity stated and in accordance with the terms and conditions of the operating agreement of said limited liability company.

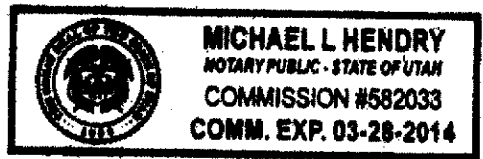
[Signature]
Notary Public



State of Utah
County of Wasatch

On this the 6th day of December 2013, personally appeared before me, Jack A. Barrett as Managing Member of SBE2, LLC, an Alaskan Limited Liability Company, who duly acknowledged to me that he executed this document in the capacity stated and in accordance with the terms and conditions of the operating agreement of said limited liability company.

[Signature]
Notary Public



State of
County of

On this the 6th day of December 2013, personally appeared before me, [Redacted Name] and [Redacted Name], who duly acknowledged to me that they executed this document.

Notary Public