

-TO-
WHOM IT MAY CONCERN

BOOK 1127 PAGE 817

DECLARATION OF PROTECTIVE COVENANTS
AGREEMENTS, RESTRICTIONS AND CONDITIONS
AFFECTING THE REAL PROPERTY KNOWN AS
CAMARREN COVE ESTATES #1

Entry No.
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PART A. PREAMBLE

WHEREAS, the undersigned is the legal and beneficial owner of a certain tract of land situated in the City of North Ogden, Weber County, State of Utah, described as CAMARREN COVE ESTATES SUBDIVISION - PHASE #1.

WHEREAS, the undersigned is 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 and between the several purchasers of said property themselves as hereinafter set forth:

NOW, THEREFORE, the undersigned declares 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 itself 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 Camarren Cove Estates Subdivision - Phase #1, and more particularly described as follows:

Beginning at a point South 89° 17' 22" East 1357.51 feet and South 01° 20' 00" West 1452.00 feet from the northwest corner of Section 27, Township 7 north, Range 1 West, Salt Lake Base and Meridian, U. S. Survey and running South 01° 20' 00" West 85.00 feet; thence South 20° 30' 44" West 247.26 feet; thence South 43° 01' 30" West 20.52 feet; thence North 72° 54' 00" West 260.00 feet; thence South 27° 16' 20" West 74.29 feet; thence to the left on the arc of a curve whose radius is 560.00 feet a distance of 74.26 feet; thence South 19° 40' 28" West 30.00 feet; thence South 19° 40' 28" West 150.00 feet; thence North 76° 03' 18" West 75.87 feet; thence North 87° 16' 10" West 82.91 feet; thence North 89° 54' 00" West 190.00 feet; thence South 96° 55' 13" West 90.14 feet; thence North 89° 54' 00" East 360.00 feet to the east right of way of 1050 East Street; thence North 00° 30' 00" East 155.00 feet along east right of way; thence North 00° 30' 00" East 270.01 feet along said east right of way to the south right of way of 3100 North Street; thence South 89° 54' 00" East 518.00 feet along said south right of way; thence to the left on the arc of a curve whose radius is 670.27 feet a distance of 320.00 feet along said right of way; thence South 60° 00' East 104.77 feet; thence South 89° 30' 00" 387.70 feet to the point of beginning. Containing 11.275 acres.

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16-065-0661 to 0664

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 and a private garage for not less than two cars, but not more than three cars. All land use and buildings shall be in compliance with all zoning and land use ordinances and regulations of the municipalities and agencies governing the subdivision land use and buildings, and all landscaping, grading and drainage of the land in each owner's lot shall be completed so as to comply with all flood control requirements of the subdivision and the individual lots therein.

C-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 have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design 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 minimum building setback line unless similarly approved. Approval shall be as provided in Part D.

C-3. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$30,000 exclusive of the lot, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of a 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 minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1100 square feet for a one-story dwelling, nor less than 950 square feet for a dwelling of more than one story.

C-4. BUILDING LOCATION.

(a) No building shall be located on any lot nearer than 30 feet to the front line, or nearer than 20 feet to any side street line. No building shall be located nearer than 10 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 45 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. The total width of the two required side yards shall not be less than 24 feet.

(b) On any lot where a dwelling is to be erected with an attached garage containing a sufficient number of parking spaces to meet the requirements of this Ordinance, the rear yard may be reduced to fifteen (15) feet; and, for the interior lot, the width of the larger of the two side yards may be reduced to equal the required width of the smaller side yard, provided such garage has a side yard equal to the minimum side yard required for a dwelling in the same area.

(c) 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 a building on a lot to encroach upon another lot.

C-5. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 80 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 10,000 square feet, except that a dwelling may be erected or placed on all lots as shown on the recorded plat provided that front, side and rear setbacks required above are complied with.

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 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 flow of drainage channels in the easements, or which may 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. 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-8. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

C-9. 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, nor shall any incomplete building be permitted to remain incomplete for a period in excess of 1 year from the date the building was started unless approved by the Architectural Supervising Committee.

C-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 sale period.

C-11. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying or mining operations or 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 natural gas shall be erected, maintained or permitted upon any lot.

C-12. PETS, ANIMALS, ETC. No animals other than a reasonable and usual number of household pets shall be kept on any of said lots.

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 a clean and sanitary condition.

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C-14. WALL, FENCE, OR HEDGE MAY BE MAINTAINED.

(a) No fence or other similar structure shall be erected in any required front yard in any Residential Zone to a height in excess of three and one-half (3-1/2) feet; nor shall any fence or other similar structure be erected in any side or rear yard to a height in excess of seven (7) feet, except that this restriction shall not apply to natural vegetation used for any side or rear yard.

(b) On corner lots, no fence or other similar structure shall be erected in any yard bordering a street or front yard of an adjoining lot to a height in excess of three and one-half (3-1/2) feet except where the provisions of Section 14-26 in the North Ogden City Zoning Ordinance shall apply.

(c) The provisions of this section shall not apply to fences required by State Law to surround and enclose public utility installations and public schools.

(d) Where a retaining wall protects a cut below the natural grade, and is located on the line separating lots, such retaining wall may be topped by a fence, wall or hedge of the same height that would otherwise be permitted at the location if no retaining wall existed. Where a retaining wall contains a fill, the height of the retaining wall built to retain the fill shall be considered as contributing to the permissible height of a fence, solid wall or hedge, providing that in any event a protective fence or wall not more than forty-two (42) inches in height may be erected at the top of the retaining wall. Above provisions shall comply with requirements of Chapter 15-15 of North Ogden Zoning Ordinance.

PART D. ARCHITECTURAL CONTROL COMMITTEE

D-1. MEMBERSHIP. The Architectural Control Committee is composed of McKinley M. Oswald, 4231 Marquis Way, Salt Lake City, Utah; Clark R. Hinckley, 452 12th Ave., Salt Lake City, Utah; and Ellis R. Ivory, 1737 Millcreek Circle, Salt Lake City, Utah. 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 a 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. 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 thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

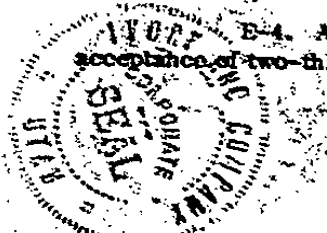
PART E. GENERAL PROVISIONS

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 forty years (40) from the date these covenants are recorded, after which 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.

E-2. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages.

E-3. SEVERABILITY. Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

E-4. AMENDMENT. These covenants may be amended by the written acceptance of two-thirds (2/3) of the fee simple title owners.



IVORY AND COMPANY

ATTEST:

Paul Hardiner

By Mr. [Signature]

