

WHEN RECORDED, PLEASE MAIL TO:

Mt. Ogden Real Estate
6106 South 2900 East
Ogden, UT 84403

**DECLARATION OF PROTECTIVE
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE LOIS LANE SUBDIVISION**

THIS DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR the Lois Lane Subdivision (this "Declaration") is made and executed this _____ day of _____, 20____, by Mt. Ogden Real Estate ("Declarant").

RECITALS

A. Declarant is the owner of certain real property in Weber County, Utah, more particularly described on Exhibit "A" attached hereto (the "Property"). Declarant has previously developed the Property as a residential subdivision which is known as the Lois Lane Subdivision (the "Project").

B. Declarant intends to establish a common scheme and plan for the possession, use, enjoyment, repair, maintenance, restoration, and improvement of the Project.

C. In order to efficiently manage and to preserve the value and appearance of the Project, it is necessary and desirable to perform such other acts as shall generally benefit the Project and the Homeowners.

DECLARATION

NOW, THEREFORE, it is hereby declared that the Project shall be held, sold, conveyed, leased, rented, encumbered, and used subject to the following easements, rights, assessments, liens, charges, covenants, servitudes, restrictions, limitations, conditions, and uses, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding on all parties having any right, title, or interest in the described Property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each Owner thereof.

I. DEFINITIONS

The following words, phrases, or terms used in this Declaration shall have the following meanings:

(a) "Committee" shall mean and refer to the Lois Lane Subdivision Architectural Control Committee established pursuant to Article II hereof.

(b) "Declarant" shall mean and refer to Mt. Ogden Real Estate, a Utah corporation, and/or any successor or assigns to said company which, either by operation of law or through a voluntary conveyance, transfer, comes to stand in the same relationship to the Project as did its predecessor.

(c) "Design Guidelines" shall mean and refer to those guidelines made part of this Declaration intended to maintain a degree of protection by defining minimum design and construction standards for the Project, and more particularly described on Exhibit B hereof.

(d) "Lot" shall mean any separately numbered and individually described parcel of land shown as a Lot on the Plat and intended for private use and ownership.

(e) "Owner" shall mean (when so capitalized) the record holder of legal title to the fee simple interest in any Lot. If there is more than one record holder of legal title to a Lot, each record holder shall be an "Owner".

(f) "Plat" shall mean and refer to the following duly approved and recorded plat filed herewith in the office of the Weber County Recorder entitled the Lois Lane Subdivision.

(g) "Project" shall mean the Lois Lane Subdivision, as shown on the Plat and governed by this Declaration.

(h) "Property" shall mean and refer to that certain real property located in the Hooper City, State of Utah, and more particularly described on Exhibit A hereof.

II. ARCHITECTURAL CONTROL COMMITTEE

2.1 Purpose. In order to create, maintain and improve the Project as a pleasant and desirable environment, to establish and preserve a harmonious design for the community and to protect and promote the value of the Property, all exterior design, landscaping and changes or alterations to existing use, landscaping and exterior design and development shall be subject to design review and approval by Lois Lane Subdivision Architectural Control Committee (the "Committee").

2.2 Creation, Quorum & Members. The Committee shall consist of three (3) members with the initial members appointed by Declarant, in its sole discretion. A majority of the Committee members shall constitute a quorum, and the concurrence of the majority shall be necessary to carry out the provisions applicable to the Committee. In the event of death or resignation of any of the members, the surviving members of the Committee shall have full authority to appoint another person to fill the said vacancy. Except for the initial members appointed to the Committee, all members of the Committee must be Owners at the time of their appointment. Should any member move his or her residence outside of the Project, such member shall be disqualified to serve and the Committee shall declare a vacancy. At such time that all Lots owned by the Declarant are sold in the Property, the aforementioned Initial Committee shall be released from responsibility of the Committee. The reorganization of the Committee shall be by a fifty percent (50%) majority vote of the then current Owners within the Project. Notwithstanding, prior to all the Lots being sold, Declarant, at its sole discretion, may appoint replacement members to the Committee.

In the event of violation of any of the provisions of this Declaration, the Committee is authorized

and empowered to take such action as may be necessary to restrain or enjoin the violations of these codes and covenants. All costs, including attorneys' fees, of such enforcement shall be borne by the Owner(s) who are in violation of this Declaration.

III. COVENANTS, CONDITIONS AND RESTRICTIONS

3.1 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 (1) family dwelling not to exceed two (2) stories in height and private garage for not less than two (2) vehicles and not more than four (4) vehicles without the prior approval of the Committee.

3.2 Architectural Control. To maintain a degree of protection to the investment which homeowners in the Project may make, homes of superior design are required. Designs, landscaping, exterior lighting and other elements of the homes and/or lots shall be limited to those standards defined in this Declaration or as otherwise approved by the Committee. No landscaping, grading, excavation, building, fence, wall, residence, or other structure, or alteration of any kind, shall be commenced, erected, maintained, improved, altered, or made until the construction plans and specifications, along with a topographical plan showing the location of all improvements, including a landscaping plan (if applicable), have been approved in writing by the Committee. All subsequent additions to or changes or alterations in any building, fence, wall, or other structure, including exterior color scheme, and all changes in the grade on any Lot, shall be subject to the prior written approval of the Committee. Once approved by the Committee, no changes or deviations in or from the plans and specifications shall be made without the prior written approval of the Committee. Subsequent to receiving approval of the Committee and prior to the commencement of construction, each Owner will be responsible for obtaining a building permit from Hooper City.

3.3 Design Guidelines to Establish Design Standards. The Committee will base its approval of construction plans, specifications, landscaping plans, and other alterations on the compliance with the adopted Design Guidelines attached hereto as Exhibit B. Notwithstanding the foregoing, all structures constructed on the Property shall be of good quality workmanship and materials.

3.4 Limited Liability / Review for Aesthetic Purposes Only. Neither the Committee, nor the Board, nor the Declarant shall have any liability in connection with or related to approved or disapproved plans, specifications or improvements. The approval of the plans does not mean that judgment is passed on the structural soundness of the proposed work nor its effect on future drainage. The review of the plans is for aesthetic purposes only.

3.5 Construction Completion. There is no time limit for beginning construction; however, upon commencement, the completion timeframe for the exterior portion of any structure shall not exceed 12 months from commencement to substantial completion. "Substantial completion" shall mean the home is ready for receipt of an occupancy permit, with only minor work remaining to be complete. "Commencement" shall be the first date any foliage is cut or dirt is excavated in anticipation of the landscaping or construction to be built. All building debris, excavation, dirt, etc. associated with the building process shall be removed within the 12-month period. Such debris and excavation dirt shall not be permitted on any of the streets or sidewalks within the Project.

3.6 Landscaping Completion. As soon as possible after substantial completion of construction, but not later than the summer following substantial completion, each homeowner is required to landscape

his/her lot in compliance with the landscape section of the Design Guidelines.

3.7 Building Location. No building shall be located on any Lot nearer to the front lot line or the rear lot line than the minimum building set-backs as specified on the recorded plat. If no details are specified on the plat, then the set-back restriction shall be as determined by the City of Hooper municipal code. In the event of any conflict between the plat and municipal code, the stricter standard shall prevail.

3.8 Temporary Occupancy and Temporary Buildings. No trailer, tent, shack, garage, barn temporary building or temporary structure of any kind, shall be used at any time for a residence, either temporarily or permanently. Temporary buildings or structures used during the construction of a dwelling on any property shall be removed immediately after the completion of construction.

3.9 Accessory Structures. Patio structures, trellises, sunshades, gazebos, and any other appurtenant buildings shall be constructed of materials consistent with the colors, textures, and materials approved for the dwelling and shall be integral to the architecture of the house and subject to the Design Guidelines and prior written approval of the Committee.

3.10 Exterior Antennas, Lights, and Power Lines. Exterior antennas are prohibited. Exposed metal flues, vents, ventilator, or other metallic rooftop protrusions shall be coated or painted with a neutral color which will blend harmoniously with the surrounding Property. The size and location of TV dishes must be approved by the Committee and are required to be placed or screened so they are not readily visible to neighboring Lots and streets. All power lines and similar type cables shall be buried underground. No shortwave radio antennas may be constructed on any Lot or attached to any structure thereon without the prior written approval of the Committee. Exterior lighting is subject to the Design Guidelines

3.11 Nuisances: Construction Activities. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot, and no odors or loud noises shall be permitted to arise or emit therefrom, so as to render any such property or any portion thereof, or activity thereon, unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to the occupants of such other property. No other nuisance shall be permitted to exist or operate upon any Lot so as to be offensive or detrimental to any other property in the vicinity thereof or its occupants. Normal construction activities and parking in connection with the building of improvements on a Lot shall not be considered a nuisance or otherwise prohibited by this Declaration. However, during construction the Lots shall be kept in a neat and tidy condition and trash and debris shall not be permitted to accumulate outside of proper disposal containers. All construction equipment and building materials shall be stored or kept in a neat and organized manner.

No articles, material, construction equipment, or construction or commercial vehicles of any nature shall be parked or stored on any street located within the Project.

The use of motorcycles and other motorized recreational vehicles which may produce audible annoyance to the Owners shall be limited to ingress and egress from the Project.

No oil or gas drilling, development, operations, refining, storage, quarrying, or mining operation of any kind shall be permitted upon or in any Lot. The burning of rubbish, leaves, or trash on the Property is prohibited. No Owner shall permit anything or any condition to exist upon any Lot which

shall induce, breed, or harbor infectious plant diseases or noxious insects.

Trash containers shall be covered and kept screened from view from the street, except during collection.

The Committee, in its sole discretion, shall have the right to determine the existence of any nuisance.

3.12 Signs. Except as provided in this Section 3.12, no signs of any kind shall be displayed to public view on any Lot except one sign of not more than six (6) square feet advertising the property for sale or rent. Notwithstanding the foregoing, signs in compliance with city ordinances used by a builder, developer or Declarant may be displayed to advertise the improvement or Lot during the construction period. The placement of signs, graphics, or advertisements which are permanent in nature or represent advertisement for small-businesses conducted in the home or on a Lot are prohibited. Political signs are excluded from the provisions of this Section 3.12, however they shall comply with municipal code and in all cases be removed from public display within 30 days after the applicable election.

3.13 Animals. In accordance with the Hooper City municipal code, animals are permitted in the Project including “large” non-domesticated animals such as horses. All Owners acknowledge that they are moving into an area where there are property owners who have or will have rights to maintain such large animals on their properties and accordingly understand that the area is subject to normal, everyday sounds and odors and all other aspects associated with said animal lifestyle.

3.14 Repair & Maintenance of Buildings. No building or structure on any Lot shall be permitted to fall into disrepair, and each such building and structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished. In the event any building or structure is damaged or destroyed, then, subject to the approvals required by Section 3.1 above, such building or structure shall be immediately repaired or rebuilt or shall be demolished.

3.15 Landscape Maintenance. All yards shall be maintained in a reasonable manner as determined by the Committee including, but not limited to, (i) grass mowed regularly to generally accepted lengths, (ii) weeds treated and/or removed from lawns, flower beds and rock areas, and (iii) dead plant material and trees removed and/or replaced.

3.16 Restriction on Further Subdivision, Property Restrictions, and Rezoning. No Lot shall be further subdivided or separated into smaller lots by any Owner, and no portion less than all of any such Lot, nor any easement or other interest therein, shall be conveyed or transferred by any Owner, without the prior written approval of the Committee, which approval must be evidenced on the Plat or other instrument creating the subdivision, easement, or other interest. No further covenants, conditions, restrictions, or easements shall be recorded by any Owner or other person against any Lot without the provisions thereof having been first approved in writing by the Committee, and any covenants, conditions, restrictions, or easements recorded without such approval being evidenced thereon shall be null and void. No application for rezoning of any Lot and no applications for variances or use permits shall be filed with any governmental authority unless the proposed use of the Lot has been approved by the Committee and the proposed use otherwise complies with this Declaration.

3.17 Building Height. All building heights shall comply with the limitations established by the Hooper City code.

3.18 No Commercial Use. No gainful occupation, profession, or other non-residential use shall be conducted on the Lot, and no persons shall enter into any Lot for engaging in such uses or for the purpose of receiving products or services arising out of such usage without review and approval of the Committee and the appropriate municipal officials. Home based businesses and/or home offices which do not require public visitors and/or multiple business clientele on a regular basis are excluded from this provision.

3.19 Fuel Storage. No tank for storage of fuel may be maintained or installed without the prior written consent of the Committee and the appropriate permits of Hooper City.

3.20 Building Material Storage. Prior to the commencement of construction, no building material of any kind or character shall be placed or stored upon any Lot until the Owner thereof is ready to commence improvements, and then the material shall be placed within the property lines of the Lot upon which the improvements are to be erected and shall not be placed in the streets or between the curb and the property line.

3.21 Easements. Easements for installation of and maintenance of utilities, drainage facilities, yard drain systems, and water tank access and lines 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 water tank lines or which may change the direction of flow of drainage channels in the area or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each of the Lots 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.

3.22 Parking and Storage. No major mechanical work or repairs are to be conducted in streets or front yards of houses. No inoperative or unregistered automobile or vehicle shall be placed or remain on any Lot or adjacent street for more than 48 hours. No commercial-type vehicles shall be parked or stored within the front yard setback of any Lot or within the side yard building setback on the street side of a corner Lot, or on the residential street except while engaged in transportation. Trailers, mobile homes, trucks over three quarter ton capacity, boats, campers not on a truck bed, motor homes, buses, tractors, and maintenance or commercial equipment of any kind shall be parked or stored behind the front yard set-back in an area screened from street view. Sufficient side yard gate access should be planned and provided for in the design of the home to permit ingress, egress, and storage of trailers and recreational type vehicles on the side and rear yards. The storage or accumulation of junk, trash, manure, or other offensive or commercial materials is prohibited. No pads used for the storage of vehicles or other material either temporarily or permanently shall be constructed within the front yard set-back area of a given Lot.

3.23 Water Discharge. It shall be unlawful for any person owning, occupying, or having control of any Lot to suffer or permit irrigation or water from the roof or eaves of any house, building, or other structure or from any source under the control of such person, to be discharged and spread upon the surface of any sidewalk, or adjoining Lot. This is intended to require that the Owner maintain water on his Lot unless otherwise approved and/or directed by municipal code.

3.24 Basements. Due to the high ground water and possible shallow sewer depths in the area, the building of basements within the Project may be prohibited or otherwise ill advised. Owners who

build any structures below natural grade do so at their own risk. Each owner acknowledges that it has been advised regarding the existence of high ground water, possible shallow sewer depths, flooding, seeping and the danger of basements; assumes all risks arising out of or related to basements or below grade structures, and waives all claims and actions against Hooper City, Declarant, any lender extending financing to the Project and their respective owners, partners, members and managers arising in connection with the building of any structures below natural grade.

3.25 Declarant's Exemption. Nothing contained in this Declaration shall be construed to prevent the erection or maintenance by Declarant, or its duly authorized agents, of temporary structures, trailers, improvements or signs necessary or convenient to the development, marketing, or sale of property within the Project.

3.26 Supplemental Use Restrictions Upon Expansion. In any supplement to this Declaration which is recorded in conjunction with the addition to the Project of a portion of the Additional Land, Declarant shall have the right in its sole discretion to specify use restrictions and standards applicable to such portion. In Declarant's sole discretion, the restrictions and standards so specified may be different than or in addition to the restrictions and standards set forth in the foregoing Sections of this Declaration.

3.27 Maintenance of Common Areas. There are no common areas associated with the Project.

3.28 Governing Bodies. Each lot within the Project shall be subject to the dues, assessments, rules and regulations of the following, but not limited to, governing bodies or districts: City of Hooper, Weber Basin Water District and South Weber Sewer District.

IV. AMENDMENTS

4.1 Amendments. This Declaration may be amended by recording in the office of the Weber County Recorder a "Certificate of Amendment," duly signed and acknowledged as required for such amendment. The Certificate of Amendment shall set forth in full the amendment adopted and shall certify that at an election duly called and held for such purposes, sixty-seven percent (67%) of the Owners voted affirmatively for the adoption of the amendment.

(a) Until 90% of lots are sold, Declarant may unilaterally modify The Declaration to accommodate any public use, school use, park use, church use, or street or easement use.

4.2 Term: Method of Termination. This Declaration shall be effective upon the date of recordation hereof and, as amended from time to time, shall continue in full force and effect for a term of twenty (20) years from the date of recordation. From and after such date, this Declaration, as amended, shall be automatically extended for successive periods of ten (10) years each, unless there is an affirmative vote to terminate this Declaration by seventy-five percent (75%) (minimum) of the Owners at an election held for such purpose within six months prior to the expiration of the initial effective period hereof or any ten-year extension. The Declaration may be terminated at any time if, at an election held for such purposes, at least ninety percent (90%) of the Owners cast votes in favor of termination of these CC & R's. If the necessary votes are obtained, the Owners shall cause to be recorded in the office of the Weber County Recorder a "Certificate of Termination," duly signed by the Owners, with their signatures acknowledged. Thereupon, the covenants herein contained shall have no further force and effect.

V. MISCELLANEOUS

5.1 Severability. Any determination by any court of competent jurisdiction that any provision of this Declaration is invalid or unenforceable shall not affect the validity or enforceability of any of the other provisions hereof.

5.2 Rule Against Perpetuities. Each provision contained in this Declaration which is subject to the laws or rules sometime referred to as the rule against perpetuities or the rule prohibiting unreasonable restraints or alienation shall continue and remain in full force and effect for the period of 21 years following the death of the last survivor of the issue of John C. Phillips, and the now living children of such issue, or until this Declaration is terminated as hereinafter provided, whichever first occurs.

5.3 General Reservations. Declarant reserves the right to grant, convey, sell, establish, amend, release, and otherwise deal with easements, reservations, exceptions, and exclusions with respect to the Property which do not materially interfere with the best interests of Owners and/or the Association including, but not limited to, access and utility easements, road easements, pedestrian and equestrian easements, pedestrian and hiking trails, and easements and drainage easements.

5.4 Run with the Land. Declarant for itself, its successors, and assigns, hereby declares that all of the Property shall be held, used, and occupied subject to the provisions of this Declaration, and to the covenants and restrictions contained herein, and that the provisions hereof shall run with the land and be binding upon all persons who hereafter become the Owner of any interest in the Property.

THIS DECLARATION, any amendment or supplement hereto, and any amendment or supplement to the Record Plat shall take effect upon its being filed for record in the office of the County Recorder of Weber County, Utah.

EXECUTED the day and year first above written.

DECLARANT:

Mt. Ogden Real Estate, a Utah Corporation

BY: _____

ITS: _____

STATE OF UTAH)

: ss.

COUNTY OF WEBER)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by George Pappas, who acknowledged he is the _____ of Mt. Ogden Real Estate, Inc.

Notary Public

My Commission Expires:

EXHIBIT A

The Property includes all of lots one through 10 of the Lois Lane Subdivision located in Hooper City, Utah and further described as follows:

Lot #	Address	City, State, Zip	Tax I.D.
1	5517 S 6800 W	Hooper City, UT 84403	101280001
2	5539 S 6800 W	Hooper City, UT 84403	101280002
3	5561 S 6800 W	Hooper City, UT 84403	101280003
4	5583 S 6800 W	Hooper City, UT 84403	101280004
5	5615 S 6800 W	Hooper City, UT 84403	101280005
6	5637 S 6800 W	Hooper City, UT 84403	101280006
7	5659 S 6800 W	Hooper City, UT 84403	101280007
8	5638 S 6800 W	Hooper City, UT 84403	101280008
9	5604 S 6800 W	Hooper City, UT 84403	101280009
10	5570 S 6800 W	Hooper City, UT 84403	101280010