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ERNEST D ROWLEY, WEBER COUNTY RECORDER
23-OCT-13 1058 AM FEE \$36.00 DEP. JKC
REC FOR: COUNTRY FIELDS DEV. LLC

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR COUNTRY FIELDS SUBDIVISION PHASE 5

19.3/5-0001 to 0013

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS affect that certain real property known as all of Lots 82-~~94~~ COUNTRY FIELDS SUBDIVISION PHASE 5, City of Pleasant View, County of Weber, State of Utah described as (hereinafter "the Subdivision"), filed on the 23rd day of Oct, 2013, as Entry No. 2461060 of the records of Weber County, Utah. The following declarations as to limitations, restrictions, conditions, agreements and covenants to run with the above described land be binding on all present and future owners thereof, for their mutual benefit and protection.

1. Pleasant View City Zoning and Subdivision Ordinances. All lots in the Subdivision shall be subject to requirements of Pleasant View Zoning and Subdivision Ordinances and the development and improvement of all lots therein shall be in compliance therewith.
2. Architectural Control Committee. No structure shall be erected, placed or altered on any lot in the Subdivision until the construction plans and specifications and a plot plan showing the size and location of the structure have been approved in writing by the Architectural Control Committee (hereinafter "the Committee"), as to quality of workmanship and materials, harmony of external design with neighboring structures, and as to location with respect to topography and finish grade elevation.

The Committee shall initially consist of Kyle Honeycutt, John W. Hansen and Chris Gamvroulas. A majority of the Committee may designate a representative to act for them. All decisions of the Committee shall be made by majority vote, including the removal or

appointment of Committee Members. Members of the Committee shall not be entitled to compensation for their services.

Notwithstanding the foregoing provisions, the Committee members shall have no affirmative obligation to be certain that all construction in the Subdivision complies with the restrictions contained herein and no Committee member shall have any liability or responsibility for any decision of lack thereof, in carrying out the duties of a Committee member. The sole responsibility for compliance with the provisions of the Declaration shall rest with the lot owners in the Subdivision.

3. Residential Lots. All lots in the Subdivision shall be known and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any lot which is not a single family dwelling. Any other outbuildings must be approved in advance by the Committee.

4. Dwelling Size, Quality and Exterior Materials. The following minimum finished square foot living area requirement shall apply. Living areas shall be calculated exclusive of garages, open porches, and basements. The "ground floor" as herein referred, shall be defined as the first floor with a floor elevation extending above the top back of the curb at the driveway approach side of the lot.

a. Dwelling Size:

One Story Dwellings (Rambler): The requirement minimum above ground floor finished space shall be 1700 square feet with a minimum 2 car attached garage required.

Two Story Dwellings: The required minimum above ground floor finished space shall be 2200 square feet with a minimum 2 car attached garage required.

Multi-Level Dwellings: The required minimum above ground floor finished space shall

be 2200 square feet with a minimum 2 car attached garage required.

b. Dwelling Quality: All construction shall be comprised of new materials, with exception to the use of used brick with prior written approval of the Architectural Control Committee. All improvements on a Lot shall be made, constructed and maintained, and all activities on a Lot shall be undertaken, in compliance and conformity with all laws and ordinances of the City of Pleasant View, Weber County, and the State of Utah which may apply, including without limiting the generality of the foregoing, all zoning and land use ordinances.

c. Dwelling Architectural Specifics: All homes must be construed with a minimum two car attached garage.

d. Roof pitches shall be a minimum of 6/12 pitch. The Architectural Control Committee must approve in writing any other variation from this specification.

e. Any dwelling containing a front porch shall construct a minimum 60 square foot porch.

f. If the Architectural Control Committee permits detached structures, they are to be constructed of identical exterior materials of the primary structure unless otherwise approved by the Architectural Control Committee. All property owners are required to check with the governing municipality for building code requirements and zoning restrictions related to said detached structures.

g. Dwelling Exterior Material: The exterior front of any structure erected in the Subdivision shall have a minimum of 60 percent of its area covered with brick, native or cultural stone; and no more than 40 percent of its area covered with stucco or other approved masonry products, exclusive of garages, open porches, and basements. The dwelling's entire

exterior shall be made of brick, cultured or natural rock masonry, stucco, hardiplank or a combination thereof. Cedar lapboard or other types of wood or wood composite sidings may be allowed by written approval from the Architectural Control Committee. Sides to have a minimum of four foot brick or stone wainscoat. Any of these exterior material requirements may be waived (at the discretion of the Architectural Control Committee) where the historic style will not permit its use. Vinyl or Aluminum siding shall be not allowed except for the soffit, fascia and or rain gutter areas.

h. Each dwelling may have at least a 30 year architectural (laminated) asphalt type shingle.

5. Temporary Structure Prohibited. No structure of temporary nature, such as a trailer, basement, tent, shack, garage or other outbuilding shall be used on any lot at any time as a residence.

6. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot in the Subdivision, except that dogs, cats or other household pets may be kept, provided they are not kept or maintained for any commercial purposes and are restricted to the lot owner's premises or on leash.

7. Trash. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept or permitted to remain on any lot except in sanitary containers. No materials shall be kept or stored on any lot that would be unsightly or a fire hazard.

8. Signs. No sign of any kind shall be displayed to the public view on any lot except one professional sign of no more than 5 square feet advertising the property for sale.

9. Nuisance. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Parking of junk cars (those not properly licensed and regularly used) in the Subdivision is prohibited.

10. Fences. No fence, wall, or other similar structure shall be constructed or placed on any lot nearer the street than the front house line, nor shall any fence, wall or similar structure be constructed to a height greater than 6 feet.

11. Trees. Per Pleasant View City requirement, each owner shall plant three 2" caliber trees in their front yard no later than 24 months from the beginning of construction. Per Pleasant View City requirement, each owner shall complete their landscaping no later than 24 months from occupancy. Poplar trees are not allowed.

12. Obstruction. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the Subdivision roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the R.O.W. street property lines and lines connecting them at points 20 feet from the intersection of the street lines or in the case of a rounded property corner, from the intersection of the street lines extended. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines not precluding safe stopping sight distances.

13. Water Drain Lines. Owners of Subdivision lots shall be responsible to install and maintain any necessary underground water drain lines within the bounds of such lots. A land drain stub has been provided for each lot by developer and it is a requirement that each home

be connected to land drain prior to occupancy. Also, gutter drains shall not be connected to land drain.

14. Condition of Public Areas During Construction. All construction within the Subdivision shall be performed in a professional manner. All City Ordinances, including but not limited to, noise and storm water management shall be complied with. Roadways shall be kept clean and clear of debris throughout construction. Dirt, mud or debris left on roadways shall be swept and removed within four hours. Each homeowner/homebuilder shall protect the integrity of sidewalks and curb and gutter abutting their lot. Damage to curb, gutter and sidewalks will be assessed at the market rate for repair. All repairs shall be made by developers and paid for by lot owner/homebuilder. Failure to pay for said repairs will result in a lien being placed on the owner's property.

15. Lot Grading & Drainage. Each homebuilder/owner shall be responsible to grade their lots in such a manner that storm water drainage is directed away from the home and towards streets or their designated drainage easements and in no case shall lots be graded to direct storm water runoff on to neighboring lots.

16. Easements. Easement and rights of way shall be reserved to the undersigned, its successors and assigns, on and over the Subdivision, as shown on the recorded plat, for the erection, construction and maintenance and operation thereon or therein of drainage pipes or conduits, pipes, manholes, poles, wires and other means of conveying to and from lots in the Subdivision, gas, electricity, water, telephone, sewage and other services for the convenience of lot owners in the Subdivision.

17. Duration of Covenants. The covenants contained herein shall run with the land and shall be binding on all owners of lots in the Subdivision from the date hereof for a period of 20

years, at which time said covenants shall continue automatically for successive periods of 10 years each, unless an instrument signed by a majority of the then lot owners in the Subdivision is recorded changing said covenants in whole or in part; provided however that the covenant to maintain the water drain lines set for in Paragraph 14 above may not be revoked or altered without the written consent of Pleasant View City.

18. Enforcement of Covenants. Any owner of any lot in the Subdivision may enforce the covenants contained herein through any proceeding at law or in equity against any person violating them to enjoin or prohibit any violations and to recover any damages suffered by any lot owner.

19. Acceptance of Restrictions. All purchasers of lots in the Subdivision shall, by entering into contracts to purchase and accepting deeds for such lots, be conclusively deemed to have consented and agreed to all restrictions, conditions, terms, agreements and covenants herein contained.

20. Invalidity. Invalidation of any of the covenants herein contained, in whole or in part, by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this document this 22 day of October, 2013.

Country Fields Development, LLC

By 
Managing Member

STATE OF UTAH)
 : ss.
COUNTY OF WEBER)

On the 27 day of October, 2013 personally appeared before me John W. Hansen, who under oath acknowledged to me that he is the Managing Member of the above-named L.L.C. and that he executed the above instrument for and in behalf of said L.L.C. by Authority of the Operating Agreement of Country Fields Development, LLC, a Limited Liability Company.



A handwritten signature in black ink, appearing to be "Shantel L. Summers", written over a horizontal line.

NOTARY PUBLIC

Residing at: Weber Co.

My Commission Expires:

2/8/2015