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REC FOR: PLEASANT VIEW CITY

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF

WILLOW BROOK VILLAGES PUD
PLEASANT VIEW CITY, WEBER COUNTY, UTAH**

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
WILLOW BROOK VILLAGES PUD**

THIS DECLARATION is made and executed this ____ day of _____, 2006, by Northeastern Developers, LLC (the "Declarant").

RELITALS:

A. Declarant is the owner of the following described real property located in Weber County, State of Utah:

See Exhibit "A"

B. The Declarant intends to develop a residential subdivision on the Property. Declarant will develop and convey all of the Lots within the Subdivision subject to a general plan of development and subject to certain protective covenants, conditions and restrictions all as set forth in this "Declaration" and which are deemed to be covenants running with the land mutually burdening and benefiting each of the Lots within the Subdivision. Declarant further intends to create a community in which the living conditions and desirability of living on that real estate is enhanced and where the attractiveness, quality and value is preserved. Declarant intends to sell to various purchasers the fee title to individual lots in the subdivision.

C. Declarant desire to provide for the preservation of the values and amenities of the Property. To this end and for the benefit of the Property and the Owners thereof, Declarant hereby subjects the property to the covenants, conditions, restrictions, easements, charges and liens set forth in this Declaration, which shall be recorded in the official records of Weber County, State of Utah.

D. Notwithstanding the foregoing, no provision of this Declaration shall prevent the Declarant from doing any of the following, which shall be deemed to be among Declarant's reserved rights in addition to such rights as may be described elsewhere in this Declaration.

1. Installation and completion of the Subdivision improvements.
2. Use of any Lot owned by the Declarant as a model home or for the placement of a temporary construction office.
3. Installation and maintenance of signs incidental to sales or construction which are in compliance with City ordinances.
4. Assignment of Declarant' s rights under this Declaration in whole or in part to one or more builders intending to construct homes within the subdivision.
5. Retention of Declarant's rights with respect to subsequent phases of the subdivision.

ARTICLE I - DEFINITIONS

When used in this Declaration (including in that portion hereof headed "Recitals") the following terms shall have the meaning indicated:

1.01 Introduction. Unless the context clearly requires the application of a more general meaning, the following terms, when used in this Declaration, shall have the following meanings

1.02 Design Committee shall mean the committee created under Article IV of this Declaration.

1.03 City shall mean Pleasant View City, Weber County, State of Utah, and its appropriate departments, officials, and boards.

1.04 Declarant shall mean and refer to Northeastern Developers, LLC company having its principal place of business in Weber County, Utah.

1.05 Declaration shall mean this Declaration of covenants, conditions and restrictions, together with any subsequent amendments or additions. The Subdivision Plat for Willow Brook Villages PUD Subdivision, and the easements and other matters shown on the Plat, are also incorporated into this Declaration by reference.

1.06 Dwelling shall mean the single family residence built or to be built on any Lot, including the attached garage.

1.07 Family shall mean one household of persons related to each other by blood, adoption or marriage, or one group of people of not more than five not so related living together as a unit who maintain a common household.

1.08 Improvement shall mean all structures and appurtenances of every type and kinds, including but not limited to buildings, Dwellings, garages, storage buildings, walkways, retaining walls, sprinklers, pipes, driveways, fences, landscaping, pools, decks, stairs, poles, lighting, signs, satellite dishes or other antennas, and any mechanical equipment located on the exterior of any building.

1.09 Lot shall mean any numbered building Lot shown on the official plat of the Willow Brook Village PUD.

1.10 Owner shall mean the person holding fee simple title, including the Declarant, and buyers under any contract for deed, but shall exclude any person or entity holding title for purposes of securing performance of an obligation. If there are multiple persons comprising the Owner of any Lot, their liability for performance of Owner obligations pursuant hereto shall be joint and several.

1.11 Person shall mean a natural person or any legal entity with a right to hold title to real property in its own name in the State of Utah.

1.12 Plat shall mean an official ownership plat of any phase of Willow Brook Villages PUD as approved by Weber County and the City of Pleasant View and recorded in the office of the Weber County Recorder as it may be amended from time to time.

1.13 Subdivision shall mean the Willow Brook Villages PUD, and all Lots, reserved open space, and other property within the Subdivision as shown on the Plat.

ARTICLE II - RESTRICTIONS ON ALL LOTS

The following restrictions on use apply to all Lots within the Subdivision:

2.01 Zoning Regulations. The lawfully enacted zoning regulations of Pleasant View City and any building, fire, and health codes are in full force and effect in the Subdivision as they may be from time to time hereafter amended, and no Lot may be occupied in a manner that is in violation of any statute, law, or ordinance.

2.02 No Business or Commercial Uses. This is a residential Subdivision and all Lots must be used exclusively for residential purposes. No business, profession or trade which disturbs or annoys any Owner in their enjoyment of their Lots shall be operated or maintained on any Lot or in any structure thereon except that a home occupation not requiring significant parking and consistent with Pleasant View City ordinances is permitted.

2.03 No Drilling or Mining. The property within the Subdivision shall be used for residential purposes only, and no mining, drilling, prospecting, mineral exploration or quarrying activity is allowed.

2.04 Restrictions on Signs. No signs whatsoever shall be erected or maintained upon any Lot except such signs as Declarant may erect or maintain on a Lot prior to sale and conveyance and further except one for sale "or" "for rent" sign having a maximum face area of 15 square feet and referring only to the premises on which it is situated or such signs as may be required by legal proceedings.

2.05 Animals. No livestock of any kind, including but not limited to pigs, cows, goats, sheep, horses, etc. may be kept or maintained on any Lot. No dangerous or nuisance animals may be maintained or kept on any Lot. The area of any Lot occupied by a household animal shall be properly maintained so as not to create any noxious or offensive odors or conditions which is or may become a nuisance or may cause disturbance or annoyance to the other Owners in the Subdivision. Household pets may be kept provided that they are not bred or maintained for any commercial purposes and are restricted to the Owner's control. Fierce, dangerous or vicious animals or animals that cause a nuisance by barking or other offensive activities shall not be permitted.

2.06 No Annoying Sounds. No exterior speakers, horns, whistles, bells, or other sound devices may be used or maintained on any Lot which create noise that might reasonably be expected to be unreasonably or annoying loud to adjoining Lots. An exception to this restriction is provided for security devices used exclusively to protect the security of the Lot and structures thereon.

2.07 Restrictions on Storage. No furniture, fixtures, appliances or other goods and chattels shall be stored in such a manner as to be visible from neighboring Lots and roads within the Subdivision. Moreover, no open storage of any building materials (except during construction), inoperable motor vehicles, accumulations or construction debris or waste, household refuse or garbage, except as stored in tight containers, farm or construction equipment shall be stored in such a manner as to be visible from neighboring Lots or the public road. No fuel oil, gasoline, propane or other fuel storage tanks may be installed or maintained on the property. Dwellings shall be heated with natural gas, solar or electric heat. Propane or other such containerized fuel may be used only during construction of the Dwelling until the permanent heating system is installed and operational. No Lot shall be used or maintained as a dumping ground for rubbish, trash, refuse, garbage or other waste, which shall not be stored, except in sanitary conditions.

2.08 Good Condition. Each Lot and all improvements located thereon shall be maintained by the Owner thereof in good condition and repair, and in such manner as not to create a fire hazard all at the Owner's expense. All fences on common boundary lines or corners separating Lots shall be maintained jointly in equal shares by the Owners of the Lots abutting such fence or a wall and each Owner shall be responsible for maintaining the side of any party wall or fence facing his Lot. Any fences constructed on Lots shall be constructed of white vinyl and are subject to approval by the Design Committee. The only exception to this requirement is the fences along the railroad right of way shall be made of chain link. The Design Committee shall have the authority to create architectural standards for the construction of fences, including height limitations, setback requirements, and construction materials.

2.09 No Re-Subdivision. No Lot shall be re-subdivided without the consent of the Design Committee and Pleasant View City.

2.10 No Annoying Lights. No outdoor lighting shall be permitted except for lighting that is designed to aim downward and limit the field of light to the confines of the Lot on which it is installed. This shall not apply to street lighting required for the subdivision by Pleasant View City.

2.11 No Hazardous Activity. No activity may be conducted on any Lot that is, or would be considered by a reasonable person, to be unreasonably dangerous or hazardous. Any activity that would cause the cancellation of conventional homeowner's insurance policy shall be considered unreasonably dangerous. This includes, without limitation, the storage of toxic, flammable, explosive or hazardous materials in excess of those reasonable and customary for household uses.

2.12 No Alteration of Drainage. No owner shall alter the direction of natural drainage on his Lot, nor shall any Owner permit accelerated storm runoff to leave his Lot without first using reasonable means to dissipate the flow of energy.

2.13 No Transient Lodging Uses. Lots are to be used for residential housing purposes only and shall not be rented in whole or in part for transient lodging purposes, boarding houses, bed and breakfast, or other uses for providing accommodations to travelers. No Dwelling on the Lot shall be subject to time interval ownership.

2.14 Restrictions on Antenna. No exterior antenna of any sort shall be installed or maintained on any Lot except of a height, size and type approved by the Design Committee. No activity shall be conducted within the property which interferes with television or radio reception of the other Owners.

2.15 No Outside Clothes Lines. No outside clothes lines and other outside clothes drying or airing facilities shall be maintained without prior approval of the Design Committee.

2.16 No Hunting or Camping. There shall be no camping upon any Lot and there shall be no hunting or discharge of firearms on any Lot.

2.17 Restrictions on Types of Homes. No log dwelling, modular home or mobile home shall be allowed in the subdivision.

ARTICLE III - OWNER MAINTENANCE OBLIGATIONS

It is the obligation of each Owner to maintain his Lot at all times in order to preserve and enhance the enjoyment of the Subdivision. In furtherance hereof the following are adopted:

3.01 Duty to Maintain. It is the obligation of the Owner of each Lot to maintain his Lot and the improvements to the Lot in a good state of repair and in an attractive, safe and healthy condition.

3.02 Maintenance of Property. All Lots and the improvements thereon shall be maintained in a clean, sanitary, attractive and marketable condition at all times. No Owner shall permit his Lot, or Dwelling thereon and any improvements thereon to fall into disrepair.

3.03 Repair Following Damage. In the event of damage or loss as a result of casualty to a Dwelling or Improvements, the Owner shall reconstruct the same as they existed prior to the damage or loss without review by the Design Committee, provided however that alternations or deviations from the original approved plans will require review. No damaged structure will be permitted to remain on any Lot for more than 90 days without repairs commencing and any damaged structure which does remain unrepaired after 90 days following in the occurrence of damage is deemed a nuisance which may be abated by the Design Committee.

3.04 Sewer Connection Required. All Lots are served by sanitary sewer service, no cesspools, septic tanks, or other types of waste disposal systems are permitted on any Lot. All Dwelling units must be connected to the sanitary sewer system.

3.05 Landscaping Required. Prior to the issuance of a certificate of occupancy for the dwelling, each builder is required to landscape the front yard of the lot. The Owner may plant lawns, sod, gardens, plants, shrubbery, trees or other ornamental plantings or replace natural species. Front yard landscaping shall include a balance of turf, ground covers, shrubs and trees. Provision should be made for spring and summer season color in the ground cover shrubs and trees. The use of rock and stone as part of the landscaping is encouraged but not to be overused. If the landscaping cannot be completed, due to seasonal issues, prior to issuance of a certificate of occupancy, the Owner shall provide a copy of a receipt of a \$1,500.00 voucher therefore with the City and the Design Committee. In no case is the landscaping of front yards to remain uncompleted beyond the summer following completion of construction.

3.06 Subsequent Alterations of Exterior Appearance. The Owners shall maintain their Lots and Dwellings in substantially the same condition and appearance as that approved by the Design Committee. No subsequent exterior alterations, improvements or remodeling structural or in landscaping, paint, color or materials will be made without the advance consent of the Design Committee.

ARTICLE IV - ARCHITECTURAL CONTROL

4.01 Organization of the Design Committee. There shall be a Design Committee consisting of not fewer than three (3) members. The members of the Design Committee need not be Owners. Declarant shall have the right to appoint, remove and increase the number of members of the Design Committee; provided that such right shall vest in the Owners upon the expiration of any continuous period of eighteen (18) months during which Declarant at all times owns less than ten percent (10%) of the residential Lots then covered by this Declaration. Declarant may voluntarily relinquish control of the Design Committee to the Owners at any time. Unless authorized by the Owners, the members of the Design Committee shall not receive any compensation, but all members shall be entitled to reimbursement from the Owners for reasonable expenses incurred in the performance of any Design Committee function. Once the Design Committee is fully controlled by the Owners, the Owners shall hold a meeting to elect Design Committee members as needed.

4.02 Actions Requiring Approval. No fence, wall, Dwelling, accessory or addition to a Dwelling visible from the Common Areas or public streets within the property, or landscaping or other improvement of a residential Lot visible from the Common Areas or public streets within the property shall be constructed or performed, nor shall any alteration of any structure on any residential Lot, including a change in exterior color, be made, unless complete plans and specifications showing the nature, color, kind, shape, height, materials and location of the same shall first be submitted to and approved by the Design Committee.

4.03 Standard of Design Review. Before granting any approval of plans and specifications, the Design Committee shall determine to its reasonable satisfaction that such plans and specifications (a) conform to all architectural standards contained in this Declaration and all further architectural standards promulgated from time to time by the Design Committee and (b) provide for a structure, alteration, landscaping or other improvements in harmony as to external design, color and location with surrounding structures and topography.

4.04 Design Committee Rules and Architectural Standards. The Owners, in accordance with the amendment provisions of this instrument, may adopt and file as a matter of public record reasonable rules related to the efficient review of plans and specifications including requirements as to the number of sets of plans and specifications to be submitted, the fixing of a review or variance request fee not exceeding Fifty Dollars (\$50.00) per review or variance request, the details to be shown on plans and *specifications*, and design guidelines consistent with this Declaration and covering such matters as setbacks, height limitations, restrictions on minimum or maximum size and quality of structures.

4.05 Approval Procedure. The Design Committee and any subcommittees thereof shall meet from time to time as necessary to perform the duties of the Design Committee. The vote or written consent of a majority of the Design Committee or any authorized subcommittee shall constitute the act of the Design Committee. Any plans and specifications submitted to the Design Committee shall be approved or disapproved within thirty (30) days after receipt by the Design Committee. If the Design Committee fails to take action within such period, the plans and specifications shall be deemed to be approved as submitted.

4.06 Variance Procedure. If plans and specifications submitted to the Design Committee are disapproved because such plans and specifications are not in conformity with applicable architectural standards, the party or parties making such submission may submit a request for variance to the Design Committee who shall approve or disapprove the request for variance in writing.

4.07 Nonwaiver. The approval by the Design Committee of any plans and specifications for any work done or proposed shall not constitute a waiver of any right of the Design Committee to disapprove any similar plans and specifications.

4.08 Completion of Construction. Once begun, any improvements, construction, landscaping or alterations approved by the Design Committee shall be diligently prosecuted to completion in strict accordance with the plans and specifications approved by the Design Committee.

4.09 Estoppel Certificate. Within thirty (30) days after written demand therefor is delivered to the Design Committee by any Owner, the Design Committee shall issue an estoppel certificate in recordable form executed by any two of its members, certifying with respect to any residential Lot of such Owner that as of the date thereof either (a) all improvements and other work made or done upon or within such residential Lot by the Owner, or otherwise, comply with this Declaration, or (b) such improvements or work do not so comply, in which event the certificate shall also (i) identify the nonconforming improvements or work, and (ii) set forth the nature of such noncompliance. Any

mortgagee or purchaser from the Owner shall be entitled to rely on such certificate with respect to the matters therein set forth.

4.10 Multiple Lot Ownership. Only one Dwelling may be constructed on any Lot. No other storage building, outbuilding, or habitable structure may be permitted on any Lot unless specifically approved by the Design Committee.

4.11 Disclaimer of Liability. Neither the Design Committee, nor any member thereof acting in good faith shall be liable to the Owners or to any Owner for any damage, loss, or prejudice suffered or claimed on account of (a) the approval or rejection of, or the failure to approve or reject, any plans, drawings and specifications, (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications, (c) the development or manner of development of any of the Property, or (d) any engineering or other defect in approved plans and specifications.

ARTICLE V - CONSTRUCTION COVENANTS

The following construction regulations shall be enforced and shall be made a part of the construction contract between the Owner and the builder of each Dwelling or other improvement on a Lot. An Owner shall be bound by these regulations, and violations committed by the Builder or its employees, subcontractors or others shall be deemed a violation by the Owner for which the Owner is liable.

5.01 Zoning Ordinances. All improvements shall be constructed in accordance with applicable building line and setback provisions of zoning ordinances and as specifically required for this subdivision by Pleasant View City.

5.02 Materials. All structures constructed on any Lot shall be constructed with new materials unless otherwise permitted by the Design Committee. No used structure shall be relocated or placed on any Lot. The fronts and sides of all Dwellings shall be constructed with brick, stone or stucco or a combination hereof. Siding may be used only on the rear.

5.03 Height. No dwelling shall have a height of more than 35 feet on any Lot.

5.04 Square Footage and Garage. No Dwelling shall be permitted on any Lot with less than 1200 square feet excluding the garage square footage. Dwellings in all residential Lots shall have a minimum of a two-car attached garage of the side-by-side configuration (the two car in-line configuration is not allowed).

5.05 Roofing. Materials shall be architectural-grade asphalt shingle (at least 25 year type) or other high quality roofing materials which are prior approved by the Design Committee. The roof pitch shall be 5/12 or greater. No steel roofs or shake shingles will be allowed.

5.06 Time Commencement of Construction. Construction of a Dwelling upon a Lot must commence within one year from the date of sale of any Lot. No Dwelling shall be permitted to remain incomplete for a period in excess of one year from commencement of construction unless are approved by the Design Committee.

5.07 Accessory Buildings. All accessory buildings built on any Lot shall conform to the following limitations:

- i. No accessory building shall exceed a frontage of 40 feet and a length of 60 feet;
- ii. The exterior building materials must be the same type, grade and quality as the materials used in constructing the Dwelling situated upon the Lot;
- iii. The building may not be located in the front or side yard; may not be within any easement; must be a minimum of 6 feet from the dwelling; must have a minimum 1 foot setback from property lines; and
- iv. The maximum height of any accessory building shall be 12 feet from the ground to the eve of the building.

5.08 Occupancy. No structure shall be occupied until:

- i. The same is substantially completed in accordance with plans and specifications previously approved by the Design Committee, and
- ii. The City of Pleasant View has properly issued a Certificate of Occupancy.

5.09 No Outside Toilet. No outside toilet(s) other than self contained portable toilet units used during construction shall be placed or constructed on any Lot. All plumbing, fixtures, dishwashers, garbage disposals, toilets and sinks shall be connected to a public sewage system.

5.10 Appearance. The Lot must be maintained in a reasonably organized and neat condition at all times during construction of the Dwelling or improvements. Once the Dwelling is enclosed, materials shall be stored inside, and out of sight, whenever practical and possible.

5.11 Hours of Work. Daily working hours on the site shall be limited to the period beginning one-half hour after sunrise and ending one-half hour before sunset. The builder is responsible for controlling noise emanating from the site.

5.12 Landscaping. No Lot shall remain without full landscaping (front and back) for a period in excess of one year from the date the city issues the applicable occupancy permits.

5.13 Fencing. No fence shall be constructed unless the materials identified in Section 2.08 are used and must be pre-approved by the Design Committee. No fence shall extend closer to any street than the corner of each Dwelling constructed on the Lot.

5.14 Similar Front Elevations Restriction. No more than two adjacent homes with the same

or similar front elevations shall be allowed unless the Design Committee finds that lot availability makes selection of a different lot too restrictive towards the end of the development.

5.15 Setbacks. The Design Committee shall determine the setbacks for each Dwelling on each Lot. The setbacks, from property lines, shall vary from lot to lot within the following criteria:

1. minimum 6 ft. and 8 ft. side on at least 50% of the sites
2. minimum 5 ft. sides on up to 50% of the sites
3. 20 ft. to 25 ft. front set backs - adjacent sites to have different front set backs and to vary by at least 3 ft.
4. minimum 20 ft. rear setback on all sites
5. minimum 20 ft. corner side on all corner sites

5.16 Miscellaneous. Each side of a home facing a street shall include at least 2 of the following:

- a. foundation jogs or cantilevered sections
- b. unique window shapes
- c. covered door entry
- d. front porches with at least 60 sq. ft.
- e. color changes or at least 2 windows on side or rear elevations
- f. full perimeter wainscot
- g. garage flush or setback with color coordinated doors
- h. window pop-outs or bay windows
- i. chimneys at full height of home
- j. colored and textured walks, steps, and landing to the front door of the home

ARTICLE VI - HOMEOWNERS ASSOCIATION

6.01 Common Areas and Homeowners Association. The Common Areas shall be and are conveyed to Willow Brook Villages Homeowners Association, a Utah non-profit corporation, subject to the Declaration and subject to appropriate access by governmental, including all law enforcement and fire protection authorities. The homeowners association should be governed by a three-member board of trustees as designated by Declarant, and after Declarant's control is terminated, by the Members.

Every Owner shall be deemed to have one membership in the Association. Each Owner is designated as a Class "A" member. The Declarant is a Class "B" member. The Class "B" member shall have such membership right during the time in which Declarant owns any lot in the subdivision. Upon sale of Declarant's last lot, the control period shall end.

No Owner, whether one (1) or more Persons, shall have more than one (1) membership per Lot owned. In the event the Owner of a Lot is more than one (1) Person, votes and rights of use and

enjoyment shall be as provided herein. The rights and privileges of membership may be exercised by a Member or the Member's spouse, subject to the provisions of this Article and the Bylaws. The membership rights of a Lot owned by a corporation, partnership shall be exercised by the individual designated from time to time by the Owner in a written instrument provided to the Secretary, subject to the provisions of this Article and the Bylaws.

6.02 Association's Responsibility for Maintenance. The Association shall maintain and keep in good repair the Common Areas; the Common Expenses and maintenance to be funded as hereinafter provided. This maintenance shall include, but need not be limited to, maintenance, repair, and replacement, subject to any insurance then in effect, of the roads, gates, open spaces, all landscaping, and other flora, structures, and improvements situated upon the Common Areas, including but not limited to water drainage.

All costs associated with maintenance, repair and replacement of the Common Areas shall be a Common Expense to be allocated among all Lots as part of the Base Assessment.

In the event that common areas are not maintained as determined by Pleasant View City, the city shall have the right, after reasonable notice, to do or have done such maintenance and to bill the association. If payment is not received within 30 days of mailing, the city may lien the properties within the subdivision for all outstanding amounts.

6.03 Insurance. The Association's Board of Trustees, or its duly authorized agent, shall have the authority to and shall obtain blanket all-risk casualty insurance, if reasonably available, for all insurable improvements on the Common Areas. If blanket all-risk coverage is not available, then at a minimum an insurance policy providing fire and extended coverage shall be obtained. This insurance shall be in an amount sufficient to cover one hundred (100%) percent of the replacement cost of any repair or reconstruction in the event of damage or destruction from any insured hazard.

The Board shall also obtain a public liability policy covering the Common Areas, the Association, and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents. The public liability policy shall have at least a \$1,000,000.00 public liability bodily injury limit, and a \$250,000.00 minimum property damage limit. The Association shall also obtain a directors and officers insurance/fidelity policy to protect the Association as well as the Directors and Officers of the Association.

6.04 Assessments. There are hereby created assessments for Association expenses as may from time to time specifically be authorized by the Board of Trustees to be commenced as soon as an Owner takes title to a Lot. There shall be two (2) types of assessments: (a) Base Assessments to fund Common Expenses for the benefit of all Members of the Association; and (b) Special Assessments.

Base Assessments shall be levied equally on all Lots. Initial Base Assessments will be approximately \$70.00 per lot. The Base Assessments will include payment for all common expenses. As of the date of recording the anticipated common expenses include Bona Vista Culinary Water usage, snow removal on all subdivision roads, maintenance and repair of all subdivision roads, maintenance of all common area parks, insurance on all common areas, common management fees,

etc. Lot owners will receive separate billing statements for sewer services, garbage services, electricity services, secondary water and gas services. The Base Assessment shall be paid from the date of occupancy forward. The Special Assessments shall be levied on an as-needed basis. Each Owner, by acceptance of a deed or recorded contract of sale to any portion of the Properties, is deemed to covenant and agree to pay these assessments.

All assessments, together with interest at a rate not to exceed the highest rate allowed by Utah law as computed from the date of delinquency first occurs, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the Person who was the Owner of such Lot at the time the assessment arose, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance, except no first Mortgagee, nominee of the Mortgagee, or third party purchaser who obtains title to a Lot pursuant to the remedies provided in the Mortgage shall be liable for unpaid assessments which accrued prior to such acquisition of title.

The Association shall, upon demand at any time, furnish to any Owner liable for any type of assessment a certificate in writing signed by an officer or management agent of the Association setting forth whether such assessment has been paid as to any particular Lot. Such certificate shall be conclusive evidence of payment to the Association of such assessment therein stated to have been paid. The Association may require the advance payment of a processing fee not to exceed \$100.00 for the issuance of such certificate.

Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Trustees which may include, without limitation, acceleration of the annual Base Assessment for delinquents. Unless the Board otherwise provides, the Base Assessment shall be paid in quarterly installments.

No Owner may waive or otherwise exempt himself from liability for the assessments provided for herein, including by way of illustration and not limitation, by non use of Common Areas or abandonment of the Lot. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessment or set-off shall be claimed or allowed by reason of any alleged failure or the Association or Board to take some action or perform some function required to be taken or performed by the Association or Board under this Article or by the Bylaws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

6.05 Computation of Base Assessment. It shall be the duty of the Board, at least sixty (60) days before the beginning of each fiscal year, to prepare a budget covering the estimated Common Expenses of the Association during the coming year. The budget shall include a capital contribution establishing a reserve fund in accordance with a capital budget separately prepared.

The Base Assessment to be levied for the coming year against each Lot shall be computed by dividing the budgeted Common Expenses by the total number of Lots of the Properties. The Board

shall cause a copy of the Common Expense budget and notice of the amount of Base Assessment to be levied against each Lot for the following year to be delivered to each Owner at least thirty (30) days prior to the beginning of the fiscal year. Such budget and assessment become effective unless disapproved at a meeting of the Members by the vote of Members or their alternates representing at least a majority of the total Class "A" vote in the Association, and by the Class "B" Member, if such membership exists. There shall be no obligation to call a meeting for the purpose of considering the budget except on petition of the Members as provided for in the Bylaws.

Notwithstanding the foregoing, however, in the event the proposed budget is disapproved or the Board fails for any reason so to determine the budget for any year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding year shall continue for the Current year.

6.06 Special Assessments. In addition to the Base Assessment, the Association may levy a Special Assessment or Special Assessments from time to time; provided, such assessment shall have the affirmative vote or written consent of Members representing at least fifty-one (51 %) percent of the Class "A" vote in the Association and the affirmative vote or written consent of the Class "B" Member, if such exists. The obligation to pay Special Assessments shall be computed on the same basis as for Base Assessments. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved, if the Board so determines.

6.07 Lien for Assessments. Upon recording of a notice of lien on any Lot, there shall exist a perfected lien for unpaid assessments prior to all other liens, except: (1) all taxes, bonds, assessments, and other levies which by law would be superior thereto; and (2) the lien or charge of any first Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value. Such lien, when delinquent, may be enforced by suit, judgment, and foreclosure. In addition to the foregoing, the Association may also directly garnish any tenant rents payable to an Owner by any tenant occupying the property to pay for any assessments due along with collection costs. Moreover, the Association may also foreclose its lien as a deed of trust rather than through the judicial process and may invoke any other remedies available under law.

The Association, acting on behalf of the Owners, shall have the power to bid for the Lot at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. During the period in which a Lot is owned by the Association following foreclosure: (a) no right to vote, be exercised on its behalf; (b) no assessment shall be charged or levied on it; and (c) each other Lot shall be charged, in addition to its usual assessment, its equal pro rate share of the assessment that would have been charged such Lot had it not been acquired by the Association as a result of foreclosure. Suit to recover a money judgment for unpaid Common Expenses and attorney's fees shall be maintainable without foreclosing or waiving the lien securing the same.

Liens arising in connection with the Declarant's ownership of and construction of improvements upon the property to be added must not adversely affect the rights of existing Lot owners or the priority of first mortgages on Lots. All taxes and other assessments relating to such property covering any period prior to the addition of the property must be paid or otherwise satisfactorily provided for by the Declarant.

6.08 Management Company. Declarant intends to manage the homeowner's association until such time as the last lot in the subdivision is granted an occupancy permit. After such time, and if deemed necessary, before such time, Declarant will contract with a third party management company to handle and manage the operations of the homeowners association for a minimum of one year thereafter.

ARTICLE VII - GENERAL

7.01 Notices. Any notice required or permitted to be given to any Owner under the provisions of this Declaration shall be deemed to have been properly furnished if delivered or mailed, postage prepaid, to the person named as the Owner, at the latest address for such person as reflected in the public property records at the time of delivery or mailing. Any notice required or permitted to be given to the Design Committee may be given by delivering or mailing the same to the managing agent of the Design Committee. Any notice required or permitted to be given to the Design Committee may be given by delivering or mailing the same to the managing agent or any member of the Design Committee.

7.02 Amendment. Except as otherwise provided herein, this Declaration may be amended by:

- (a) the affirmative vote of a majority of the Owners, and
- (b) the written consent of Declarant, if such amendment is adopted any time when Declarant holds title to any Lot. So long as Declarant owns any lot, Declarant's written approval is required for any amendment.

Until all portions of the undeveloped land are annexed to the Property or until Declarant's right to annex land to the Property otherwise terminates, Declarant reserves the right to amend this Declaration insofar as it applies to any land annexed at or after the date of such amendment, provided that (a) any such amendment shall be set forth in a supplemental declaration annexing land to the Property, (b) no such amendment may affect the voting rights of Owners (other than the inclusion of additional Owners entitled to vote). Declarant may at any time amend this Declaration so as to limit, diminish or eliminate all or any of the reserved rights or benefits of Declarant herein, provided that any such amendment shall be effective only after being filed of record in the office of the County Recorder of Weber County, Utah.

No amendment may be made by the Declarant or any other party or group to sections 5.01, 5.02, 5.03, 5.04, 5.05, 5.14, 5.15, 5.16, 6.02 and to any provision regarding the rights of Pleasant View City without the express written consent of the city.

7.03 Consent in Lieu of Vote. In any case in which this Declaration requires authorization or approval of a transaction the assent or affirmative vote of a stated percentage of the Owners, whether present or represented at a meeting, such requirement may be fully satisfied by obtaining,

with or without a meeting, consents in writing to such transaction from Owners entitled to cast at least the stated percentage of all membership votes outstanding in connection with the class of membership concerned. The following additional provisions shall govern any application of this Section:

- (a) All necessary consents must be obtained prior to the expiration of ninety (90) days after the first consent is given by any Owner.
- (b) The total number of votes required for the applicable authorization or approval shall be determined as of the date on which the last consent is signed. Except as provided in the following sentence any change in ownership of a residential Lot which occurs after a consent has been obtained from the Owner thereof shall not be considered or taken into account for any purpose. A change in ownership which would increase the total number of votes outstanding shall, however, be effective in that regard and shall entitle the new Owner to give or withhold his consent.
- (c) Unless the consent of all Owners whose memberships are appurtenant to the same residential Lot are secured, the consent of none of such Owners shall be effective.

7.04 Declarant's Rights Assignable. All or any portion of the rights of Declarant under this Declaration or in any way relating to the Property may be assigned.

7.05 Interpretation. The captions which precede the Articles and Sections of this Declaration are for convenience only and shall in no way affect the manner in which any provision herein is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, and any gender shall include both other genders. The invalidity or unenforceability of any portion of this Declaration shall not *affect* the validity or enforceability of the remainder hereof, which shall remain in full force and effect. The laws of the State of Utah shall govern the validity, construction and enforcement of this Declaration.

7.06 Covenants to Run With Land. This Declaration and all the provisions hereof shall constitute covenants to run with the land or equitable servitudes, as the case may be, and shall be binding upon and all inure to the benefit of Declarant, the Owners, all parties who hereafter acquire any interest in a residential Lot, and their respective grantees, transferees, heirs, devisees, personal representatives, successors, and assigns. Each Owner or occupant of a residential Lot or shall comply with, and all interests in all residential Lots shall be subject to, the terms of this Declaration and the provisions of any rules, regulations, agreements, instruments, and determinations contemplated by this Declaration. By acquiring any interest in a residential Lot the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration.

7.07 Duration. The covenants and restrictions of this Declaration shall remain in effect until the expiration of twenty-one (21) years after the death of the last survivor of the now living lawful descendants of George W. Bush, the President of the United States at the time this Declaration was recorded.

7.08 Declarant's Right to Amend. Until all portions of the undeveloped land are included in the Development, or until the right to expand the Development through the annexation of all or part of the lands constituting the undeveloped land terminates, whichever event first occurs, Declarant shall have, and is hereby vested with, the right to unilaterally amend this Declaration as may be reasonably necessary or desirable: (a) to more accurately express and intent of any provisions of this Declaration in light of then existing circumstances or information; (b) to better insure, in light of then existing circumstances or information, workability of the arrangement which is contemplated by this Declaration; or (c) to facilitate the practical, technical, administrative, or functional annexation of any undeveloped land to the Property. (see 7.02 regarding limitation on amendments)

7.09 Effective Date. This Declaration and any amendment hereof shall take effect upon its being filed for record in the office of the County Recorder of Weber County, Utah.

7.10 Severability. Each of the covenants contained in this Declaration shall be independent of the others, and in the event that any one is found to be invalid, unenforceable, or illegal by a court of competent jurisdiction, the remaining covenants shall remain in full force and effect.

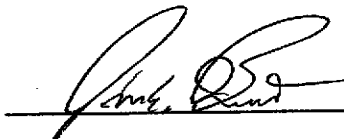
7.11 Mortgagee Protection Provision. The breach of *any* of the foregoing covenants shall not defeat or render invalid the lien of any mortgage or Deed of Trust lien on the Property that is made in good faith and for value.

7.12 Enforcement of Restrictions. The following shall have the right to exercise or seek any remedy at law or in equity to enforce compliance with this Declaration (a) Declarant so long as it has any interest in any of the property or Lots or (b) any Owner. The prevailing party in an action for the enforcement of any provision of this Declaration shall be entitled to collect court costs and reasonable attorney's fees.

7.13 Limited Liability. Neither the Declarant nor the Design Committee of its individual members nor any other Owner shall have personal liability to any other Owner for actions or inactions taken under these covenants provided that any such actions or inactions are the result of the good faith exercise of their judgment under these covenants.

DATED this 29 day of Nov, 2006.

NORTHEASTERN DEVELOPERS, LLC


_____ member

VERIFICATION

STATE OF UTAH)
 : SS
COUNTY OF WEBER)

On the 29th day of Nov, 2006, personally appeared before me Jim Part, who, being by me duly sworn, declared that he is a Manager of Northeastern Developers, LLC, that he signed the foregoing Declaration, and that the statements therein contained are true and correct.

IN WITNESS WHEREOF, I have hereunto set my hand this Nov 29, 2006 day of , 2006.

Laurie Hellstrom
NOTARY PUBLIC



EXHIBIT "A"

Legal Description

A PORTION OF LOT 1 OF WILLOW BROOK VILLAGE SUBDIVISION RECORDED AS ENTRY NUMBER ~~155~~ 1522 IN BOOK ~~47~~ ON PAGE 26 IN THE WEBER COUNTY RECORDER'S OFFICE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS N0°46'49"E, 1744.29 FEET ALONG THE QUARTER SECTION LINE AND WEST, 316.41 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 31, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN SAID POINT BEING THE SOUTHEAST CORNER OF SAID LOT 1, WILLOW BROOK VILLAGE SUBDIVISION; AND RUNNING THENCE N84°34'18"W, 1010.17 FEET; THENCE N0°47'24"E, 69.49 FEET; THENCE N05°25'42"E, 26.79 FEET; THENCE N13°23'31"W, 49.46 FEET; THENCE N4°31'47"E, 101.84 FEET; THENCE N89°34'02"E, 27.75 FEET THENCE N10°49'51"E, 385.40 FEET; THENCE 155.96 FEET ALONG THE ARC OF A 230.00 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS N71°08'48"E, 152.99 FEET); THENCE 150.46 FEET ALONG THE ARC OF A 170.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS N77°04'31"E, 145.59 FEET); THENCE 85.76 FEET ALONG THE ARC OF A 330.00 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS S85°00'55"E, 85.52 FEET); THENCE S33°52'33"E, 957.15 FEET TO THE POINT OF BEGINNING.

CONTAINS: 11.4730 ACRES - 54 LOTS

17-332-0001 to 0027 ✓
17-333-0001 to 0028 ✓