

EDWARD L. LEON  
202 W. 800 S.  
STE 103  
ORSM, UT 84058

**Declaration of Covenants, Conditions, and Restrictions  
Of  
Falcon View Subdivision**

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Pleasant Grove City  
Utah County,  
Utah

The undersigned, Edward Leon, Tony Hermosillo, and Marc Garcia (herein after referred to as the "Owners"), owners of the following described real property to-wit:

**Falcon View, Pleasant Grove City, Utah County, Utah**

Do hereby impose the following declarations of limitations, restrictions, and uses of the lots of Falcon View Subdivision. This Declaration shall constitute to run with all the land within the above mentioned subdivision for the purpose of enhancing the value, desirability, and attractiveness of any lot deemed to run within the following described real property. It is the intent of the Owners, for themselves, their successors, assigned or grantees to make Declaration for the purpose of creating a development of custom style homes that exhibit superior architectural design and detail.

**Area of Application**

The covenants, Conditions and Restrictions as set forth herein, in their entirety, shall apply to all property listed in the described Subdivision property, to wit:

See property Description, "Exhibit A", Falcon View

**Residential Area Covenants**

**Land Use.** No lot shall be used except for residential purposes. No building shall be permitted on any lot other than one single-family dwelling. No multi-family or twin homes allowed. Any detached residential accessory buildings such as sheds, shops or detached garages are permitted as set forth in the ordinances of Pleasant Grove City.

**Building Type.** No single-family dwelling to exceed two (2) stories in height and a private garage not less than two (2) cars. No Modular Homes, Mobile Homes, or "Move On" Homes are allowed. Residential structures are to be of conventional construction methods.

**Dwelling Size.** Each finished dwelling must be consistent with the Ordinances and Zoning of Pleasant Grove City for the R-1 Zone (Single Family Residential). In addition, each dwelling must meet or exceed the following minimum living area sizes:

Rambler (Single Story) with 3 Car Garage	1,600 Square Feet
Rambler with 2 Car Garage	1,800 Square Feet
Split Level	1,800 Square Feet
Two Story with 3 Car Garage	1,800 Square Feet
Two Story with 2 Car Garage	2,000 Square Feet

Living Area is defined as any square footage above grade with the exception of garages, porches, patios, verandas, carports, or basements.

**Dwelling Height.** No dwelling shall exceed thirty-five (35) feet above finish grade adjacent to main floor living area to the highest ridge.

**Garages.** Each Dwelling is to be provided a minimum of a two (2) car enclosed garage. Side entry, detached or rear loading garages are encouraged to present varied setbacks.

**Roof Pitch and Materials.** The roof pitch of each Dwelling must be equal to or greater than 6/12 pitch. A lesser pitch may be used on minimum portions of the dwelling as an appealing architectural accent. All roofing materials must be a minimum of a 30 asphalt or fiberglass architectural shingle, wood shake, or shingle or roof tile.

**Exterior Materials.** Brick, stone, stucco, cement siding and wood siding shall be the primary exterior building materials. (No vinyl siding or aluminum siding is allowed.) A minimum of 40% of the front elevation wall surface area shall be stone or brick. (Builders should use every effort not to change materials on outside corners. Instead end material on an inside corner or wrap corners two (2) feet for a better visual massing.)

**No Reflective Surfaces.** No reflective finishes (other than non-mirrored window glass) shall be used on exterior surfaces.

**Landscaping.** Each individual lot owner shall complete the front yard landscaping within six (6) months of completion or occupancy of the home.

**Building Location.** All buildings are to be located within the building setbacks as defined by current ordinances of Pleasant Grove City. All accessory building locations are also defined by current ordinances of Pleasant Grove city.

**Easements.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and fall under the ordinances of Pleasant Grove City. All power lines and telephone lines are to be run underground.

**Animals.** Keeping of animals other than those kept as family pets shall be forbidden. All animals kept as family pets must meet the ordinances and zoning of Pleasant Grove City.

**Nuisance.** No nuisance, noxious or offensive activities shall be allowed on any lot. The activities or annoyances shall be defined by the ordinances of Pleasant Grove City, Utah County, or the State of Utah.

**Temporary Structures or Site Material.** No structures of a temporary nature, trailer, tent, shack, etc., shall be used on the lot for storage or residence prior to the commencement of constructing a single-family dwelling. No materials for storage or construction shall be placed on the lot until the commencement of constructing a single-family dwelling.

**Accessory Buildings.** Any detached accessory building constructed on the lot shall conform to the materials used on the primary residential home.

**Fencing.** All fencing must comply with the ordinances of Pleasant Grove City. No dividing structure between any lots shall be in excess of six (6) feet in height. No dividing structure forward of the front setback of dwelling shall be in excess of three (3) feet in height. Dividing structures between lots within the front setback of dwelling are encouraged to be of an architectural nature or attractive vegetative divider (hedge). No dog or pet run is permitted within the front or side setbacks.

**Maintenance, Parking and Storage.** The owner of a lot, in accordance with the ordinances of Pleasant Grove City, must maintain and repair any improvements to ensure a clean, safe, and attractive property. Sufficient side yard gate access should be planned and provided for in the

design of the Dwelling. Any equipment, R.V.'s, trailers, boats, etc. should be parked in the side yard setback and screened from street view. All other storage of materials or items must be kept in side yards or rear yards, screened from street view. Inoperative vehicles may not remain in front of any lot for more than seventy-two (72) hours. All maintenance, parking and storage of items must comply with the ordinances of Pleasant Grove City, Utah County, or the State of Utah.

**General Provisions.** These Covenants, Conditions, and Restrictions shall be perpetual and shall apply to and be forever binding upon the grantees, successors, executors, administrators, and assigns, and are imposed upon the land as an obligation and charge against the same for the benefit of the grantors herein named, their successors and assigns as a general plan for the benefit of the Development. These covenants can be terminated or amended through the approval of the Town Council of Pleasant Grove City. In the event of violation of any of these covenants, individual property owners or its assigned are authorized and empowered to take such actions as may be necessary to restrain or enjoin the violators of these covenants, it being understood and agreed by all of the signatories hereto that the cost, including attorney fees, of such enforcement shall be borne by the property owners of the violation causing such action. These Covenants, Conditions and Restrictions are designed to run parallel with the ordinances and zoning of Pleasant Grove City. In the event that there is a question as to the enforcement, whichever is stricter will take precedence.

19<sup>th</sup> DECEMBER  
②

Witness, the hand of said grantor, this 21<sup>st</sup> day of December, 2006.

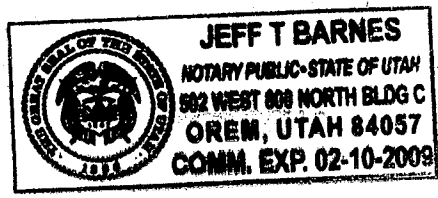
)  
)  
) Edward L. Leon  
Edward Leon

STATE OF UTAH )ss.  
County of Utah )

On 12-21-06, before me, the undersigned Notary Public, personally appeared **Edward L. Leon**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]  
My Commission Expires: Notary Public  
02-10-2009



Witness, the hand of said grantor, this 19<sup>th</sup> day of DECEMBER, 2006.

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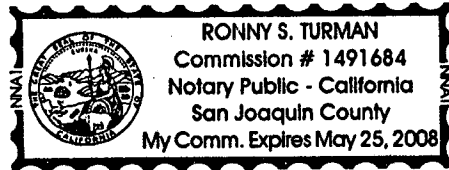
[Signature]  
Tony Hermosillo

California  
STATE OF CALIFORNIA )  
County of SAN JOAQUIN)<sup>ss.</sup>

On December 19<sup>th</sup> 2006, before me, the undersigned Notary Public, personally appeared **Tony Hermosillo**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Ronny S. Turman  
My Commission Expires: Notary Public  
May 25, 2008



Witness, the hand of said grantor, this \_\_\_ day of \_\_\_\_\_, 2006.

)  
)  
)

\_\_\_\_\_  
Marc Garcia

STATE OF CALIFORNIA )  
)  
County of \_\_\_\_\_) <sup>ss.</sup>

On \_\_\_\_\_, before me, the undersigned Notary Public, personally appeared **Marc Garcia**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
My Commission Expires: Notary Public

Witness, the hand of said grantor, this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

)  
)  
) \_\_\_\_\_  
Tony Hermosillo

STATE OF CAIFORNIA )  
)ss.  
County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, the undersigned Notary Public, personally appeared **Tony Hermosillo**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
My Commission Expires: Notary Public

Witness, the hand of said grantor, this 20 day of Dec., 2006.

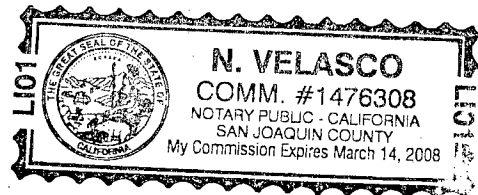
)  
) [Signature] 12-20-06  
) \_\_\_\_\_  
Marc Garcia

STATE OF CAIFORNIA )  
)ss.  
County of San Joaquin )

On Dec. 20, 2006 before me, the undersigned Notary Public, personally appeared **Marc Garcia**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]  
My Commission Expires: Notary Public



**EXHIBIT A – LEGAL DESCRIPTION**

ALL OF LOTS 1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22, AND 23, PLAT  
"A" FALCON VIEW SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF  
RECORDED WITH THE UTAH COUNTY RECORDER'S OFFICE.

**TAX SERIAL NUMBERS:**

39:204:0001  
39:204:0002  
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