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FEB 20 2003

12-506 + Lot

DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
"MOUNTAIN SHADOWS"
Davis County, Utah

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RICHARD T. MAUGHAN, DAVIS CNTY RECORDER
2003 FEB 20 11:12 AM FEE 45.00 DEP MEC
REC'D FOR ZAUGG CONSTRUCTION

This Declaration, and the rights, obligations, condition and restrictions shall apply to the following described real property (hereinafter " the property " or " the Development ") and the owners thereof, situated in Davis County, Utah and more particularly described as follows:

LEGAL DESCRIPTION:

Mountain Shadows, according to the official plat thereof, on file with the office of the Davis County (Utah) Recorder. *Lots 101 thru 137 Mountain Shadows*

RECITALS

Zaugg Construction Inc., as owner of the property, desires to create and impose covenants, conditions, and restrictions affecting said property in order to develop a residential subdivision of distinctive and consistent character and to provide means by which such character may be safeguarded and protected.

DECLARATION

Zaugg Construction Inc., hereby declares the property is held and shall be sold, conveyed, occupied, resided upon, and held subject to the following covenants, conditions and restrictions between itself and purchasers of lots and property in said Subdivision / Development and their heirs, successors and assigns, These covenants, conditions and restrictions shall run with the land for the benefit of and granting the right of enforcement thereof to the undersigned as owner and its successors, assigns, and grantees, who are or become owners of lots or property (hereinafter "Owner" or " Owners") in the Subdivision / Development.

1. All lots in the tract shall be known and described as residential lots for a detached single family dwelling not to exceed two stories in height and a private 2 or more car garage.
2. No building shall be erected, altered or placed on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to the quality of workmanship and materials. Harmony of the external design with the existing homes and as to location with respect to topography and finish elevation.
3. The Architectural Control Committee (The Committee), initially is Composed of Brett Zaugg & Suzanne D. Zaugg. A majority of The Committee may designate a representative to act for The Committee. The members shall have full authority to designate their successor. Neither the members of The Committee nor its designated representative shall be entitled to any compensation for services Performed pursuant to this covenant, other than a plan check fee. Nor shall they have any liability for their decision. A two-thirds Majority of the then recorded owners of the lots shall have power, Through a duly recorded written instrument, to change the Membership of The Committee or withdraw from the committee or restore it to any of its powers and duties, and to amend, change or alter these Protective Covenants & Restrictions. The Committee is not liable for adequacy or feasibility of plans. Approval by The Committee signifies compliance with this Declaration only.
4. Architectural Review Buildings restricted to single-family residence, garages and outbuildings. Each lot shall contain a private, detached, single-family residence. Appropriate outbuildings not intended for human habitation may, with the same materials used on the single-family residence, and with The Committee approval, be located upon the lot. No other structure shall be erected, altered, placed upon or permitted to remain on any lot nor shall any dwelling be erected on any lot for use other than as a private residence.

All plans and specifications must be approved by The Committee prior to starting construction. Two complete sets of plans shall be submitted to The Committee. An approved set will be signed returned to the contractor and one signed set will be retained in a permanent file by the Owner / Developer. No residence, garage or outbuilding (hereinafter "structure"), and no fence, retaining wall, swimming pool, tennis court, kennel or other improvement (hereinafter "improvement") shall be constructed, added, erected, placed or maintained upon any lot or property in the Subdivision / Development nor shall there be any changes made to the exterior of such structures or improvements by way of alteration or adding thereto, unless prior to the commencement of any construction excavation or other work, the complete plans and specifications thereof shall have been approved by the Architectural Committee. (" Both sets of plans must be exact duplicates"). Construction on all lots must commence within 18 months of the date of closing. In the event that construction has not been commenced within the 18 months, written approval must be obtained from the above mentioned committee. The Committee is entitled to approve plans and specifications which are not in strict compliance with these covenants, if The Committee determines such would be in the best interest of the subdivision. The purpose to the review by the Committee is to:

Promote a desirable and attractive residential community.
 Provide specific minimum requirements for housing construction to help achieve these goals.
 Protect and enhance property value of all lots and homes in the Subdivision / Development.
 Establish and maintain a clean, orderly, friendly and pleasant residential atmosphere for all owners.

5. An acknowledgment signed by the Owner and Builder, stating that they have read and will comply with all covenants and guidelines and will accept financial responsibility for any costs incurred as a result of failure to build in accordance with the covenants, guidelines and approved plans, including court costs and attorney's fees incurred by the Committee in enforcing the covenants, guidelines and other provisions of this Declaration.
6. Set Back Lines: all dwellings unless a written exception is granted by The Committee, where unusual circumstances exist, will conform all Set back lines, side yard, and back yards shall be in accordance with West Point city ordinances.

7. **The Building Size:** The following minimum FINISHED square foot living area requirements shall apply.

One Story dwellings (Ramblers) The finished main floor area of the main structure shall be no less than 1500 square feet, exclusive of porches and garages.

Two Story dwellings, The combined finished floor area above the curb level shall not be less than 2000 square feet, exclusive of porches and garages.

Multi level dwellings, The combined finished floor area above the curb level shall not be less than 2000 square feet, exclusive of porches and garages.

Split entry dwellings, The combined area of the two levels above ground shall not be less than 2500 square feet with the finished main floor area (including kitchen, living room and bedrooms) no less than 1800 square feet, exclusive of porches and garages.
8. **The Exterior:** 50% Brick and 50% Stucco, materials other than items mentioned shall be the sole decision of The Committee. Aluminum siding will be limited to the soffit & fascia. In any event, all exterior designs must be approved by The Committee before construction begins. All roofing material will be of 35 year asphalt or tile shingles. As stated before any detached building must be constructed with the same external building materials as the primary residence.
9. No building shall be erected or placed on any lot having an area of less than 10,000 square feet.
10. No modular or move-on dwellings will be accepted on any lot. All Dwellings shall have a minimum roof pitch of 7/12. No roof structure shall be more than forty (40) feet in height, measured from the top back of curb.
11. No structure of temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently. Exception: Temporary construction office.
12. **First sale of lot:** at any time after the sale of the lot has taken place, the owner of the lot decides to sell the lot, he must first contact the developer of the Subdivision / Development to see if he would buy back the lot at the price it was sold, he must give Developer first chance.


13. **Easements:** Such easements and rights of way shall be reserved to The undersigned, its successors and assigns, or any other said real Property for the erection, construction, and maintenance and operation therein or thereon of drainage pipes or conduits and pipes, conduits, poles, wires and other means of conveying to and from lots in said tract, gas, electricity, power, water, telephone and telegraph services, sewage and other things for convenience to the owners or lots in said tract. As many be shown on said map and the undersigned, it's successors, and assigns, shall have the right to so reserve any or all of the lots shown on said map. No structures of any kind shall be erected over any of such easements except upon the written permission of the owner of the easement, their successors or assigns.
14. **Fencing:** All fencing shall be approved by The Committee, Vinyl, chain link, Concrete, material can be used. NO WOOD. All fencing shall comply with city ordinances, exception fence shall not extend past the front of a home.
15. **Garbage and Refuse Disposal:** NO lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All this and other types of building materials shall be kept in a sanitary container. Each lot and its abutting street are to be kept free of trash and other refuse by the lot owner. No unsightly materials or other objects are to be stored on any lot in view of the general public. Purchaser or contractor of lot shall be held responsible for damages caused by him or his contractor to any lots in the subdivision. No lot owner or home owner will place grass clippings, yard clippings or other debris on any vacant lots within the project. Any one caught dumping on vacant lots will be fined a minimum of \$ 500.00.
16. **No hedge or shrub planting** which obstructs from lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and line 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. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient heights to prevent obstruction of such sight lines.

17. No oil drilling, oil development operations, oil refining, quarrying or minimum operations of any kind shall be permitted upon or in any lot. Nor shall oil well, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
18. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot. One sign of not more than five square feet advertising the property for sale or signs used by a builder to advertise during construction and sale period.
19. Landscaping: Within one year of occupancy of any home built on a lot in Mountain Shadows, the front and side yards shall be planted in lawn or other acceptable landscaping so as not to be an eyesore. "Acceptable Landscaping" and lawn shall be interpreted by the majority of the then existing home owners in the subdivision. Maintenance of all lots and improvements on them including landscaping shall be maintained in a clean, sanitary, attractive and marketable condition at all times. No Owner shall permit his or her lot or the improvements on it to fall into disrepair, Upon failure or neglect of any owner to properly maintain any landscaping or improvements on any lot or to otherwise comply with these covenants within thirty (30) days after written notice by The Committee, it may but shall not have to the obligation to, cause the landscaping or Improvements thereon to be suitably maintained and / or brought into Compliance with the Declaration and the Owner shall be responsible And liable for the expenses of such repairs.
20. Nuisances prohibited: No noxious, offensive, illegal or immoral activity Shall be carried on upon any lot or property in the Subdivision / Development, nor shall anything be done thereon which may be or become an annoyance or nuisance to other Owners.

21. **Vehicles:** No vehicle, including but not limited to mobile homes, motorcycles, snowmobiles, trailers, bicycles, boats recreation vehicles, or automobiles shall be permitted to stand in the Subdivision / Development for more than two (2) days unless the same are housed within the confines of a garage which completely covers and encloses said vehicle. No construction or industrial type vehicle shall be stored or parked on any lot or street in the Development except during the actual construction on a lot or for maintenance, unless housed within the confines of a garage which completely covers and encloses said vehicle. No vehicle may be stored within the front yard area of any lot. Nor vehicles shall be stored on those portions of the lot which are behind the front setback line of home, unless they are in running condition, properly licensed, and are being regularly used. All home based business vehicles more than one (1) shall be placed elsewhere other than in the subdivision, and must be parked behind the front of home or in a garage.
22. **Animals:** No livestock, poultry, or animals, other than dogs, cats, or other House-hold pets may be kept on the premises as permissible within Current zoning regulations. A total of two (2) dogs and / or cats are Permissible provided that they are not kept, bred or maintained for any commercial purposes and are registered to the owners premises and under handlers control. Leashes will be required at all times on dogs outside fenced areas and dog mess retained on the owners premises. the same applies to all cat mess retained on the owners premises.
23. **Satellite dishes and solar panels,** any satellite larger than 3' feet in Diameter must be located and screened in a matter approved in advance by The Committee. Solar panels will be permitted only with the consent of the Committee and if permitted at all, must lie flat against the roof or other surface and may not differ in pitch or color from the roof or other surface on which they are mounted.
24. **Antennas:** No television, No ham radio, No citizens band radio antenna or other similar electronic receiving or sending device shall be permitted upon the rooftop or side or yard of any home or elsewhere if exposed to the view from any other lot unless approved by The Committee. In no case will any such device be allowed to interfere with the peace and quite enjoyment of any neighboring lot owner's premises or home entertainment facilities or equipment. All TV antennas are to be placed in the attic out of view. All roof mounted heating and cooling equipment to be set back to the back side of the roof out of view from the street.


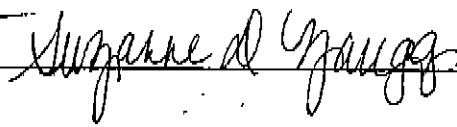
25. No lot in the subdivision having 1 acre or less can be subdivided into other lots.
26. Damages: Any damages inflicted on existing improvements such as curbs, gutters, streets, concrete sidewalks and such, by the purchaser or owner and / or their agents of any particular lot in this subdivision must be repaired as soon as possible after such damage is discovered or occurred. The expense of such repair shall be borne by the purchaser or owner, not the developer. Particular mention is noted and made a part of these covenants that any general contractor or sub-contractor or their equipment which damages existing improvements are agents of the owner or purchaser.
27. All dwellings: shall comply with the Uniform Utah Building code, and West Point City requirements.
28. Violation and Damages: Any deed, lease, conveyance, or contract made in violation of the provisions hereof shall be void and may be set aside on petition of any owner. Furthermore if the owner of any lot in the subdivision, or any other person claiming an interest therein, shall violate any of the Covenants, Conditions, Restrictions herein contained, it shall be lawful for any other person or persons owning an interest in any lot in the subdivision to prosecute an file proceedings at law or in equity against the person or persons violation or attempting to violate any of the Covenants, Conditions, Restrictions hereof, either at law for damage, or in equity for an injunction, or other equitable relief. All costs and expenses of such proceedings as specified in the paragraph, including a reasonable attorney's fee, shall be taxed against the offending party or parties and shall be declared by the Court to constitute a lien against the real estate of said property located within the subdivision and such lien may be enforced in such a manner the Court may order.
29. Duration: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 20 years from the date these covenants are recorded. After which time said covenants shall be automatically extended for Successive periods of 10 years unless the instrument signed be a Majority of the then owners of the lots has been recorded changing said Covenants in whole or in part. Enforcement shall be by persons violating or attempting to violate any covenants either to restrain invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.


Brett Zaugg, President - Zaugg Construction Inc.


Suzanne D. Zaugg, Vice President - Zaugg Construction Inc.

State of Utah
County of Davis:

On the 14th day of February, 2003 personally appeared before me
Brett Zaugg & Suzanne D. Zaugg who being duly sworn, did say, each for
Himself, that he, Brett Zaugg is President, and she Suzanne D. Zaugg is the
Vice President of Zaugg Construction Inc. and that the within and foregoing
Instrument was signed in behalf of said corporation by authority of a resolution
of its Board of Directors, and said

 & 

each duly acknowledge to me that said corporation executed the same and that
the seal applied is the seal of the said corporation

Notary Public 

My commission expires _____

