

DECLARATION OF PROTECTIVE COVENANTS FOR  
MOUNTAIN VIEW SUBDIVISION NO. 9

1980313



The owners of the following described real property, to-wit:

All of the lots, Mountain View Subdivision, Phase No. 9 Subdivision in Farr West City, Weber County, Utah,

a subdivision in Weber County, State of Utah, (hereinafter "the Subdivision"), established pursuant to a plat recorded Oct. 2, 2003 in Book 1979589 Entry 1979589 At Page \_\_\_\_\_ of the records of Weber County, Utah, makes the following declaration as to limitations, restrictions, agreements and covenants to run with the above described land and be binding on all present and future owners thereof, for their mutual benefit and protection.

1. Farr West City Zoning and Subdivision Ordinances. All lots in the Subdivision shall be subject to Farr West City 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 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 existing structures, and as to location with respect to topography and finish grade elevation. The Committee shall initially consist of Jeff W. Hales and Derek R. DeVries. 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

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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 or lack thereof, in carrying out the duties of a Committee member. The sole responsibility for compliance with the provisions of this 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 not to exceed two stories in height with no less than a two-car garage. Any other outbuildings must be approved in advance by the Committee. Carports are prohibited.

4. Dwelling Cost, Quality and Size. No dwelling shall be permitted on any lot in the Subdivision costing less to construct than \$100,000.00 exclusive of lot, based on cost levels prevailing on the date this Declaration is recorded, it being the intent and purpose of these covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be provided on the date this Declaration is recorded.

All dwellings shall have an attached two car garage. All ramblers shall have 1400 square feet on the main level, all ranch style shall have 1600 sq feet exclusive of basement, open porches and garages. A two-story dwelling shall have a minimum of 2400 square feet including basement or 1800 sq. feet above ground exclusive of open porches and garages. All multi levels shall have a minimum of 1,650 square feet above ground, exclusive of basement, open porches and garages.

5. Construction Methods and Materials. The exterior front of any structure erected in the Subdivision shall have at least 100 percent of its area covered with brick, native stone or stucco. All other sides of building except back shall have at least the four feet above the foundation covered with brick, stone, or stucco. Other exterior materials must be approved by the Committee. All buildings shall have a roof of at least a 4 x 12 pitch. All shingles shall be architectural asphalt shingles, bar

tile or wood shake shingles.

6. Temporary Structures 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.

7. Animals. No large animals allowed.

8. 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.

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

10. 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.

11. Fences. No fence, wall, or other similar structure shall be constructed or placed on any lot nearer the street than the back house line, nor shall any fence, wall or similar structure be constructed to a height greater than six feet. No wood fencing is allowed in Phase No.9. White vinyl fence is acceptable. All other fencing materials must be approved by the Architectural Committee. Decorative fencing is allowed to the front of the house line. Corner lots are an exception.

12. Outbuildings. All outbuildings must be approved by the Architectural Committee as to the size, architectural design, material and location.

13. Obstructions. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the Subdivision roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the 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. No poplar trees shall be permitted within the subdivision.

14. Water Table Elevation. A buyer of any lot in Mt. View Subdivision assumes all of the responsibility as to the depth in which they put their footings and foundation and holds the developers and Farr West City harmless from any damages that may come due to high ground water. Suggested depths on each lot are noted on the plat map.

15. Easements. Easements 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 Subdivision, gas electricity, water, telephone, sewage, and other services for the convenience of lot owners in the Subdivision.

16. 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 ten 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 forth the Paragraph 13 above may not be revoked or altered without the written consent of Farr West City.

17. 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.

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

19. Invalidity. Invalidation of any of the covenants herein contained, in whole or in part, by judgment or court other 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 6<sup>th</sup> day of October, 2003.

By Randy Marriott  
Randy Marriott manager for  
Hard Rock Development, LC.

STATE OF UTAH        )  
                              : ss  
COUNTY OF WEBER    )

On the 6<sup>th</sup> day of October, 2003 personally appeared before me Randy Marriott who under oath acknowledged to me that he is the manager of Hard Rock Development, LC. and that he executed the above instrument for and in behalf of Hard Rock Development, LC.

Cathy Hales  
NOTARY PUBLIC  
Residing at: Weber County

My Commission Expires:

