



W2154699

E# 2154699 PG 1 OF 6
DOUG CROFTS, WEBER COUNTY RECORDER
13-JAN-06 405 PM FEE \$59.00 DEP JPM
REC FOR: MOUNTAIN VIEW TITLE

DECLARATION OF PROTECTIVE COVENANTS FOR
THE ORCHARDS NO. 2 SUBDIVISION

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

All of Lots 44-83, the Orchards No. 2 Subdivision
in Pleasant View City, Weber County, Utah

19-220-0001 ¹⁹ Through ⁸⁴ 19-219-0001 Thru 0013

(hereinafter "the Subdivision"), established pursuant to a plat recorded
August 9, 2005 in Book 62 at Page 22, of the records
of Weber County, Utah, makes the following declarations 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. Pleasant View City Zoning and Subdivision Ordinances. All lots in
the Subdivision shall be subject to Pleasant View 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 Ned Giles, Cory Malan and Brent
Bailey. 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 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 \$140,000.00 exclusive of lot, based on cost levels prevailing on the date the 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.

Any rambler or single level dwelling shall have at least 1,700 square feet on the main level, exclusive of basement, open porches and garages. A two-story dwelling shall have a minimum of 2,400 square feet, exclusive of basement, open porches and garages. Any dwelling in excess of two levels shall have a minimum of 2,200 square feet above ground, exclusive of basement, open porches and garages. All dwellings to have at least a 60 square foot front porch. The minimum front yard set

back is 40 feet from back of the curb.

5. Construction Methods and Materials. The exterior of the front main level and all side walls of any structure erected in the Subdivision shall average at least 60 percent of its area covered with brick, native stone, or cultured stone. All other sides of any structure above the foundation shall be covered with brick, native stone or stucco. Other exterior materials must be approved by the Committee. There shall be no log homes or log-like siding. All buildings shall have a roof of at least a 5 x 12 pitch. All shingles shall be architectural asphalt shingles or bar tile or wood shake shingles.

6. Temporary Structures Prohibited. No structure of a 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. According to law, 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.

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 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.

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 front house line, nor shall any fence, wall or similar structure be constructed to a height greater than 6 feet.

12. Trees. Per Pleasant View City requirement, each owner shall plant three 2" caliber trees in their front yard no later than 12 months from the beginning of construction. Each lot owner will be required to escrow \$500.00 with the developer, which will be released when the trees are planted. Per Pleasant View City requirement, each owner shall complete their landscaping no later than 24 months from occupancy.

12. Obstructions. 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 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.

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.

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

15. 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 forth in Paragraph 13 above may not be revoked or altered with out the written consent of Pleasant View City.

16. 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 violation and to recover any damages suffered by any lot owner.

17. 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.

18. 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 1 day of August, 2005.

MOUNTAIN ORCHARDS LLC

By Brent Bailey
Brent Bailey, Managing Member

STATE OF UTAH)

: ss.

COUNTRY OF WEBER)

On the 1 day of August, 2005 personally
appeared before me, BRENT BAILEY, who under oath acknowledged to me that he is
Manager of MOUNTAIN ORCHARDS, LLC, and that he executed the above
instrument for and in behalf of said limited liability company by authority of its
Operating Agreement.

My Commission Expires:

02/02/09

Debbie O. Gardner
NOTARY PUBLIC

Residing at: 188 W. 3275th
N. Og. UT 84414

