



\*W2226763\*

EN 2226763 PG 1 OF 27  
DOUG CROFTS, WEBER COUNTY RECORDER  
05-DEC-06 432 PM FEE \$113.00 DEP SGC  
REC FOR: PLEASANT VIEW CITY

When Recorded, Mail to:

**DECLARATION OF COVENANTS, CONDITION AND RESTRICTIONS OF THE DEER  
CREST SUBDIVISION**

THIS DECLARATION, is made this 12<sup>th</sup> day of September, 2006, by HANSEN  
DEVELOPMENT CORPORATION, a Utah corporation, referred to herein as "Declarant":

**RECITALS**

A. Declarant is the owner of the following described real property (the "Property") located  
in Pleasant View, Weber County, Utah:

[See attached Exhibit "A"]

B. Declarant intends to develop a residential subdivision on the Property. Declarant will  
develop and convey all of the Property 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,  
which are deemed to be covenants running with the land, mutually burdening and benefitting all of the  
Property and each of the Lots.

C. Declarant hereby declares that all of the Property shall be held, sold, conveyed,  
encumbered, leased, used, occupied and improved subject to these protective covenants, conditions,  
restrictions and equitable servitudes, all of which are created for the mutual benefit of the Owners of the  
Property and the Lots. It is the intention of the Declarant in imposing these covenants, conditions and  
restrictions to create a generally uniform pattern of development, to protect and enhance the property  
values and aesthetic values of the Property by eliminating inconsistent uses or improvements, all for the  
mutual protection and benefit of the Owners of the Lots. The covenants, conditions and restrictions are  
intended to, and shall in all cases run with the title of the land, and be binding upon the Owners, their  
successors, assigns, heirs, lien holders, and any other person holding any interest in the property and  
shall inure to the benefit of all other parties in the Subdivision. The covenants, conditions and  
restrictions shall be binding upon the Declarant as well as its successors in interest, and may be enforced  
by the Declarant, by the Association, or by any Owner.

Notwithstanding the foregoing, no provisions of this Declaration shall prevent the Declarant  
from the completion of the Subdivision improvements, or from using any Lot owned by the Declarant as  
a model home, temporary construction or sales office, nor limit Declarant's right to post signs or engage  
in other reasonable activities on the Property incidental to sales or construction which are in compliance  
with applicable City ordinances.

ARTICLE I  
DEFINITIONS

1. 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:

1.1. **"Additional Land"** shall mean the land described on Exhibit "B", all or a portion of which may be added to the Subdivision in one or more phases pursuant to this Declaration.

1.2. **"Association"** or **"Homeowners Association"** shall mean the DEER CREST SUBDIVISION HOMEOWNERS ASSOCIATION, incorporated as a nonprofit corporation by the filing of the Articles of Incorporation (Exhibit "C" hereto) with the Utah Division of Corporations, and adoption of the By-Laws (Exhibit "D" hereto), and as the context requires, the Officers and Trustees of that Association.

1.3. **"Basement"** shall mean habitable space within a Dwelling that is located entirely or substantially below the surface grade, including any spaces with exterior walls that extend less than four feet above the natural grade.

1.4. **"Buildable Area"** shall mean the area of a Lot that is within the minimum front, rear and side yard setbacks required to be maintained for a Dwelling or primary residential building under the City's zoning and building ordinances and regulations that are applicable to the Subdivision. The Buildable Area is the area of the Lot remaining after excluding the Setback Area.

1.5. **"Builder"** shall mean the person or entity engaged by an Owner for the purpose of constructing, altering, or maintaining a Permitted Improvement. In this context, the Owner may also be the Builder, provided that if the Owner is not acting as Builder, the Builder shall be a duly licensed contractor as defined by Utah state law.

1.6. **"City"** shall mean Pleasant View City, a municipal corporation and its appropriate departments, officials, and boards.

1.7. **"Committee" or "Architectural Committee"** shall mean the committee created under Article III of this Declaration.

1.8. **"Declarant"** shall mean and refer to the signer of this Declaration.

1.9. **"Declaration"** shall mean this Declaration of Covenants, Conditions and Restrictions, together with any subsequent amendments or additions, and any other matters or conditions shown on the official Plat of DEER CREST SUBDIVISION, which are incorporated into this Declaration by reference.

1.10. **"Development Agreement"** shall mean that agreement between the City and Developer as recorder with the County recorder's office.

1.11. **"Dwellings"** shall mean the single family residence built or to be built on any Lot.

1.12. **"Excavation"** shall mean any disturbance to the surface of the land, including trenching which results in removal of soil or rock from a depth of more than 18 inches from the natural surface

of the land, or any grading of the surface. Excavation shall include any activities for which an excavation or grading permit would be required under the Uniform Building Code as adopted by the City.

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

1.14. **"Fencing"** see Permitted Fencing below.

1.15. **"Fill"** shall mean the depositing of earth, soil, rock or other materials to the surface of the land, whether imported from offsite or resulting from the regrading of excavated material from onsite, to raise the natural elevation of the surface more than 10 inches. Fill shall also include any fill material as defined under the Uniform Building Code, as adopted by the City.

1.16. **"Floor Area"** shall mean the total of all floor surfaces surrounded by the exterior walls of any Dwelling or habitable structure, on all levels. Walk-out basement space will be counted as floor areas whether finished or unfinished. Basement space more than 80% below finished grade will not be counted as Floor Area. Porches, patios, balconies and decks are not counted as Floor Area unless under roof or enclosed on three sides by the walls of the Dwelling.

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

1.18. **"Lot"** shall mean any numbered building Lot shown on the Plat of the DEER CREST SUBDIVISION, included in the Property and in the Additional Lands, as if and when added to the Subdivision by Declarant.

1.19. **"4300 North Common Area"** shall mean those areas of the DEER CREST SUBDIVISION, if any, that have been designated as such on the Plat. 4300 North Common Area may be added to the Subdivision by Declarant from the Additional Land in subsequent phases.

1.20. **"Meadow Common Area"** shall mean those areas of the DEER CREST SUBDIVISION, if any, that have been designated as such on the Plat. Meadow Common Area may be added to the Subdivision by Declarant from the Additional Land in subsequent phases.

1.21. **"Mountain Common Area"** shall mean those areas of the DEER CREST SUBDIVISION, if any, that have been designated as such on the Plat. Mountain Common Area may be added to the Subdivision by Declarant from the Additional Land in subsequent phases.

1.22. **"Open Space"** shall mean those areas of the Subdivision, if any, designated as such, or as "Common Area" on the Plat, which may be dedicated to the public or the Association, and may or may not provide for public access or access by the Association.

1.23. **"Owner"** shall mean the person or persons having title to any Lot as shown on the Plat of the DEER CREST SUBDIVISION. 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.

1.24. **"Permitted Fencing"** shall mean any fences and their appurtenances installed, constructed, maintained or allowed to stand on the Property in conformity with the fencing standards described in this Declaration.

1.25. **"Permitted Improvements"** shall mean any Improvements installed, constructed, maintained or allowed to stand on the Property in conformity with this Declaration.

1.26. **"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.

1.27. **"Plat"** shall mean the Plat of the DEER CREST SUBDIVISION as approved by the City and recorded in the office of the Weber County Recorder, and any amendments that may be made from time to time, including the addition of subsequent phases of the Subdivision, if any.

1.28. **"Property"** shall mean all of the land described on the Plat, including Lots, designated Open Spaces, if any, and other Open Spaces, if any, trails, roads, and other common areas. Property shall not include any areas described on Exhibit "B" as Additional Land, unless and until such land is added to the Subdivision.

1.29. **"Public View"** shall mean that the object, Improvement, or activity on the Property is or would be in the line of sight originating from a point five feet above the surface of any public streets, including Roadways within the Subdivision.

1.30. **"Roadway"** shall mean those portions of the Property that have been or will be dedicated to the City as a public way, as shown and described on the Plat.

1.31. **"Setback Area"** shall mean the area of a Lot between the boundary of the Lot and the minimum front, rear and side yard setbacks required to be maintained from a Dwelling or primary residential building under the City's zoning and building ordinances and regulations applicable to the Subdivision. The Setback Area is the area of the Lot remaining after excluding the Buildable Area.

1.32. **"Subdivision"** shall mean the DEER CREST SUBDIVISION, and all Lots and other Property within the Subdivision as shown on the Plat, and as it may be amended or expanded from time to time.

1.33. **"Trail Corridor Common Area"** shall mean those areas of the DEER CREST SUBDIVISION, if any, designated as such on the Plat, as the location of trails for hiking, bicycling, or other non-motorized travel.

1.34. **"Trustees"** shall mean the duly elected and acting Board of Trustees of the DEER CREST SUBDIVISION HOMEOWNERS ASSOCIATION.

ARTICLE II  
HOMEOWNERS ASSOCIATION

**2. Homeowners Association Purposes.** To effectively enforce this Declaration, the Declarant has created a Utah nonprofit corporation called DEER CREST SUBDIVISION HOMEOWNERS ASSOCIATION. The Association shall be comprised of the Owners of Lots within the Subdivision, and is established to perform the following functions and exercise the following rights and powers for the benefit of the Owners and the enforcement of these covenants. Membership in the Association is deemed an appurtenance to the Lot, and is transferable only in conjunction with the transfer of the title to the Lot. The Association shall have and exercise, as necessary, the following powers:

**2.1. Enforcement Powers.** The Association shall have the power to enforce this Declaration by actions in law or equity brought in its own name, the power to retain professional services needed for the enforcement of these covenants and to incur expenses for that purpose. The Officers of the Association shall have the authority to compromise claims and litigation on behalf of the Association resulting from the enforcement of these covenants. The Trustees of the Association shall have the exclusive right to initiate enforcement actions in the name of the Association, however this shall not limit the individual rights of Lot Owners to personally enforce this Declaration in their own name. The Association may appear and represent the interests of the Subdivision at all public meetings concerning zoning, variances, or other matters of general application and interest to the Owners. Owners may appear individually.

**2.2. Maintenance Responsibilities.** The Association may own in common or be granted easements over portions of the Property within the Subdivision. The responsibility to maintain and properly control the use of these parcels, when granted, vests in the Association, which has the power to perform maintenance services, construct Permitted Improvements, and in all other respects manage or supervise the management of those portions of the Property.

**2.3. Association's Obligation to Accept the Common Areas.** The Owners, and the Association, agree to accept a grant of common interest to or an easement to portions of the Property or Additional Land which is designated as Common Area. Any such grant will be made free of liens and financial encumbrances, and be made subject to this Declaration. Common Areas granted to the Owners or Association may be subject to conservation easements or similar third party limitations on use and access. Declarant or its successors are under no obligation to grant or arrange for the grant of any Additional Land to the Owners or the Association. Consideration for any such grant will not exceed Ten Dollars, and Grantor will bear all transactional expenses.

**2.4. Common Areas.** The Association is hereby specifically charged by the Declarant and by the City with the responsibility and powers to enforce this Declaration as it pertains to any Common Areas, including the 4300 North, Meadow, Mountain, Entry, and Trail Corridor Common Area. It is anticipated that the Association will become the owner in common of the foregoing designated Common Areas, if and when added to the Subdivision by Declarant, and it is anticipated that the Association would enjoy community benefits from the conservation of any such Common Areas as provided by this Declaration.

2.5. **Snow Removal.** The City will require the Association to provide snow removal service for any Roadway within the Subdivision until the improvements have been completed and accepted by the City. Until such time as the snow removal service has been assumed by the City, the Association shall be responsible for snow removal, and shall have the power to make assessments against the Owners, including the Owners of unimproved Lots, for purposes of providing this service. If the Subdivision is expanded, each phase of the Subdivision will be treated independently for purposes of this provision, and for the limited extent of this provision, unequal assessments may be levied in the event that one phase of the Subdivision is receiving public snow removal service and others are still the responsibility of the Association. Until snow removal service has been assumed by the City, if the Association fails to perform snow removal from any Roadways, whether dedicated or not, and the City undertakes to perform such snow removal service, then the City shall be entitled to charge fees and costs for providing such service to the Association, and within 15 days of receipt of any such invoice, the Association shall be required to pay for such service and may thereafter assess Lot Owners for such expense as a common assessment expense.

2.6. **4300 North Street.** 4300 North Street is a public street that adjoins a portion of the Subdivision along the north boundary, and is expected to adjoin further portions of the Subdivision if and when Declarant expands the Subdivision by adding a portion of the Additional Property to the Subdivision that borders 4300 North Street. Such Street has not yet been fully improved and the City has not accepted the obligation to provide maintenance or snow removal until 4300 North Street is improved and accepted by the City. Prior to Declarant's addition of property that borders 4300 North Street, Declarant has an obligation to the City to perform any required grading or other maintenance, including routine snow removal of 4300 North Street between 900 West to 1100 West, if not performed by other parties benefited from the use and access to such Street. When the Subdivision has been expanded to include the additional property adjoining 4300 North Street, then Declarant's obligation for grading and routine snow removal of 4300 North Street shall pass to and be a requirement of the Homeowners Association for the benefit of the Subdivision and all Lot Owners. The Association agrees to accept such maintenance and snow removal obligation for 4300 North Street between 900 West to 1100 West following the addition of property to the Subdivision adjoining such Street, and agrees to perform the grading and snow removal as needed, until the City has accepted responsibility for the maintenance and snow removal of the Street. In the event that the Association, after succeeding to the obligation to perform such Street maintenance and snow removal, fails to perform any needed maintenance or snow removal and the City undertakes to perform such maintenance or snow removal, then the City shall be entitled to bill the Association and to compel payment for the services from the Association. Any such invoice for the maintenance or snow removal from the City shall be paid within 15 days following receipt, and shall be treated as a common assessment expense equally apportioned to all Lots then in the Subdivision.

2.7. **Assessments.** The Association has the power to levy assessments against each Lot as necessary to carry out its functions. All assessments will be equal on all Lots, whether vacant or improved, except as provided above in the case of assessments for snow removal service in the Subdivision. Assessments will be made annually to meet the anticipated and recurring expenses of the Association including, but not limited to, the costs of landscape maintenance, water for irrigation, reimbursement of expenses incurred by the Trustees and Architectural Committee in performance of their obligations, and enforcement of this Declaration. Notice of the Assessment and the proposed amount of the annual Assessment will be given in advance along with the notice of the annual meeting

of the Association, provided that the amount of the proposed Assessment may be increased or decreased at the meeting in which it is approved by the Owners.

The Association may also levy special assessments to cover unanticipated expenses or shortfalls. No special assessment will be levied without approval of the Owners in a meeting called for that purpose.

2.8. **Assessments Constitute First Lien, Mortgage Protection.** Any validly imposed assessment by the Association shall constitute a lien against the Lots in the Subdivision. The Association shall have the right to foreclose on that lien when any assessment remains unpaid for a period of more than 90 days from the date the assessment was levied, but if the lien is not foreclosed upon, it may be renewed from year to year by recording a new notice of the lien, together with accumulated interest. The lien of the Association against any Lot for unpaid assessments, interest, and expense shall have priority over any other lien or encumbrance whether previously recorded or not against that Lot, except for taxes or assessments due to the City, Weber County, or another public entity, and except for the lien of any first mortgage or first trust deed recorded on the Lot. Notwithstanding the lien rights of the Association, the obligation to pay assessments is a personal obligation of the Owner of each Lot, and the Association may proceed to collect against the Owner, or the prior Owner of any Lot in the event of a sale. No first mortgage or Beneficiary under a first trust deed who takes title by foreclosure or non judicial sale, or accepts a deed in lieu of foreclosure or non judicial sale, shall be held liable for the unpaid assessments of the Owner whose Lot was acquired by the first mortgagee or beneficiary under a first trust deed.

2.9. **Statement of Account.** Any Owner may request the Association to provide a statement of his account to any lender or prospective buyer of that Lot showing the assessments to be paid in full, or the amount of any past due assessments. The Buyer or lender for whom such a statement was prepared will be entitled to rely on its accuracy, and will not be held liable for any amounts not shown on the statement.

2.10. **Formative Documents.** The Articles of Incorporation and the By-Laws of the Association are included as Exhibit "C" and "D" and incorporated by reference as a part of this Declaration.

### ARTICLE III ARCHITECTURAL COMMITTEE

3. **Introduction.** It is the intention and purpose of this Declaration to impose Architectural Design standards of a type and nature that result in Dwellings and Improvements which are compatible with the mountain landscape. The standards fro placement, massing, dimensions, materials, colors, and public aspects of the Improvements will be defined, but will still allow for diversity in style and vitality in design.

To accomplish this goal, the Declarant hereby establishes the Architectural Committee, which is empowered to oversee and enforce the Architectural Design Standards set forth in this Declaration.

3.1. **Architectural Committee Created.** The Committee will consist of three natural person members. The initial Committee will consist of three people appointed by the Declarant, who

do not need to be Owners. At the time 75% of the Lots are conveyed to persons other than the Declarant, or on the tenth anniversary of the recording of this Declaration (whichever occurs first), all three members of the Committee will be elected by the Lot Owners, including Declarant, at the first annual meeting of Lot Owners. The above percentages are to be based on the total number of Lots then in the Subdivision, and shall include the total Lots that may be added by Declarant to the Subdivision from the Additional Property from time to time, so that the Declarant is able to remain active in the administration and enforcement of these Covenants, Conditions, and Restrictions while the Subdivision is being expanded and/or Lots are being marketed.

**3.2. Approval by Committee.** No Improvements of any kind, including but without limitation, the construction of any Dwelling, garage, out building, parking area, driveway, tennis court, walkway, or other hard surfaced area in excess of 100 square feet, swimming pools, fences, walls, curbs, satellite dishes or antenna, solar panels, or any other permanent structure may be constructed, installed; maintained or allowed to stand in the Subdivision without the prior written approval of the Committee. No excavation, grading, filling or landscaping shall be made without the prior written approval of the Committee. Approval of the Committee will be sought in the following manner:

- a. **Plan Submitted.** Plans for the construction of any new Dwelling must be submitted to the Committee for review. It is recommended that preliminary plans be submitted before the expense of final construction drawings is incurred. The plan must be in sufficient detail to show the location on the Lot of the exterior walls of the Dwelling and all other structures to be built with it; detailed drawings of all elevations of all buildings showing locations of windows, doors, roof pitches, decks and other exterior elements, a list of exterior siding and roofing materials and/or a sample, including color samples; and a landscape plan showing the location of driveways, walkways, patios, decks and other hard surfaced areas, the areas to be disturbed by construction and the means of restoring and landscaping those areas, the landscaping of the remaining yard areas of the Lot, including for all landscape areas, the trees, shrubs and other plant materials to be used, the contouring and locating of the trees, plants and vegetation, and the irrigation system plan for the entire landscaped area. In the case of an addition or modification to an existing Dwelling, the Committee may waive any of the foregoing requirements.
- b. **Review Fee.** The Applicant will pay a review fee to the Committee of \$100 for each new dwelling, \$50 for each addition or remodel, or, in the case of Improvements which cost less than \$1,000, or which make no structural changes, the Applicant will pay a fee of \$10. The primary purpose of the fee is to document the date of submission, but the Committee may also use the proceeds to pay for its expenses in reviewing the plans and giving notice of meetings. No fee will be accepted until the Committee determines the submission to be complete.
- c. **Review.** Within 15 days from receipt of a complete submission, the Committee will review plans and make an initial determination whether or not the plans comply with the conditions imposed by the Declaration. If they do not, the plans will be rejected. If they are in compliance, the Committee will approve the plans. The Committee may also approve the plans subject to specific modifications or conditions. Owners may desire to submit preliminary plans for review. The Committee will review preliminary plans, without fee, and make its comments known to the Owner, provided, however, that no preliminary approval is to be considered a final approval,



and no final approval will be granted on less than a complete submission. Upon approval, the Committee and the Owner will each sign a copy of the plans, which shall be left with the Committee. Any construction that is not in strict compliance with the approved plans is prohibited.

- d. **Written Record.** The Committee will maintain a written record of its actions, and maintain in its files a copy of all plans approved or rejected for a period of five years.
- e. **Failure to Act.** If the Committee has not approved or rejected any submission within 45 days after payment of the review fee and submission of complete plans, the submission is deemed to have been disapproved.

3.3. **Variances.** Variances to the Architectural Design Standards contained in this Declaration, or to the size or to the Permitted Uses or Improvements allowed within the Setback Area on any Lot or to the size of the Setback Area on any Lot, may be granted when strict application would create an unforeseen or unreasonable hardship to the Owner of any Lot. No such variance may be granted without the unanimous consent of the Committee and no variance may be granted for the zoning requirements of the City, without specific granting for any variance to such standards by the City.

3.4. **Extraordinary Costs.** Whenever it deems appropriate, and with the consent of the Board of Trustees, the Committee may engage the services of an architect, or civil or structural engineer to assist in its review of any proposed Improvements. All costs of such additional review will be paid by the Applicant, provided however that no architect or engineer will be hired without advance notice to the Applicant of the intention to hire a review architect or engineer, and the aspects of the proposal that caused the Committee to believe that professional review was required, and the estimated cost of that review. If the Applicant does not withdraw the proposal within five days after receipt of that notice, he is deemed to have consented to the Committee retaining such professional assistance. Whenever the Committee retains outside professional services in its review, the reviewing architect or engineer is acting only in an advisory capacity, and the Applicant, for himself and his successors and assigns, waives any and all claim against the Committee in the event that advice from, or conditions imposed by, the reviewing professional prove ineffective, unnecessary, or inappropriate to the circumstances. The costs of such review will be billed directly to the Applicant.

3.5. **General Design Review.** The Committee will use its best efforts to provide a consistent pattern of enforcement, and consistent application of the Architectural Design Standards of this Declaration. These Standards are, of necessity, general in nature, and the Committee shall apply them in a manner that results in a high quality, attractive, and well-designed community.

3.6. **Declarant, Trustees and Committee Not Liable.** The Declarant, the Trustees, and the Committee and its members shall not be liable to the Applicant for any damages, or to the Owners of any Lots within the Subdivision for their actions, inactions, or approval or disapproval of any set of plans submitted to the Committee for review. In the absence of bad faith or malicious actions, the Owners shall have no claim against the Declarant or Committee as a result of the performance or failure to perform the duties created by this Declaration. Each Owner has the right to enforce this Declaration against another Owner, and may seek independent redress if he believes the Committee has acted improperly.

3.7. **Limitations on Review.** The Committee's review is limited to those matters expressly described in this Declaration. The Committee shall have no authority over the enforcement of building codes, zoning ordinances, or other statutes, laws, or ordinances affecting the development or improvement of the Property and shall have no liability to any Owner whose plans were approved in the manner that included any such violation. Corrections or changes to plans as may be subsequently required to bring them into conformity with any applicable codes must be reviewed and approved by the Committee prior to construction.

3.8. **Approval to Proceed.** The Committee shall promptly issue a Certificate of Approval to the Owner once the plans have been approved and the preconstruction conference required in Article X has been held, and all other conditions of construction set forth in Article X have been satisfied.

**ARTICLE IV**  
**RESTRICTIONS ON ALL PROPERTY**

4. The following Restrictions on use apply to all Property within the Subdivision:

4.1. **Governing Regulations.** The lawfully enacted zoning regulations of the City, and any building, fire, and health codes are in full force and effect in the Subdivision, and no Lot may be occupied in a manner that is in violation of any such statute, law, or ordinance. If the Covenants, Conditions and Restrictions in this Declaration are more stringent than applicable zoning, it is the intent that the provisions of this Declaration control. This Declaration shall not authorize any uses, Improvements, or activities that are prohibited by any local, state or federal law or regulation.

4.2. **No Mining Uses.** The Property within the Subdivision shall be used for residential purposes only, and no mining, drilling, or quarrying activity will be permitted at any time.

4.3. **No Business or Commercial Uses.** No portion of the Subdivision may be used for any commercial business use, provided however that nothing in this provision is intended to prevent (i) the Declarant from using one or more Lots for purposes of a construction office or sales office during the actual period of construction of the Subdivision Improvements or until the Lots are sold, or (ii) the use by any Owner of his Lot for a home occupation. No home occupation will be permitted however, which requires or encourages the Owner's clients, customers, patients or others to come to the Lot to conduct business, or which requires any employees outside of the Owner's immediate family or household. No retail sales of any kind may be made in the Subdivision.

4.4. **Restrictions on Signs.** No signs will be permitted on any Lot or within the Subdivision, except for traffic control, signs for Roadways or Trails placed by the City, or temporary signs warning of some immediate danger. Signs indicating the Lot is for sale may be placed in accordance with City sign regulations, and no such sign may exceed six square feet. The Declarant may erect a sign of not more than thirty-two square feet at the entrance to the Subdivision announcing the availability of Lots and giving sales information. No permanent signs stating the address or the name of the Owner of the Lot may be installed without the advance consent of the Committee.

4.5. **Completion Required Before Occupancy.** No Dwelling may be occupied prior to its completion and the issuance of a certificate of occupancy by the City.

4.6. **Dwelling to be Constructed First.** No garage, storage unit, or other out-building may be constructed prior to the construction of the Dwelling on the Lot.

4.7. **Animals.** No animals other than ordinary household pets may be kept on any Lot. This specifically excludes keeping horses on any Lot.

4.8. **No Re-Subdivision.** No Lot may be re-subdivided without the consent of the Architectural Committee, and no re-subdivision of any Lot or group of Lots may result in an increase in the number of Lots within the Subdivision.

4.9. **Underground Utilities.** All gas, electrical, telephone, television, and any other utility lines in the Subdivision are to be underground, including lines within any Lot which service Improvements entirely within that Lot.

4.10. **No Oil or L.P. Gas Tanks.** The primary heat sources for all Improvements shall be solar, natural gas delivered by pipeline, or electric heat. Except for temporary periods during construction of the Dwelling, no heating oil, propane, butane, or other bulk fuel storage tank may be installed on the Property.

4.11. **Service Yards.** All clothes lines, service yards, storage yards, and exterior mechanical equipment must be screened in a manner approved by the Architectural Committee so that they are not visible from the Public View.

4.12. **Maintenance of Property.** All Lots, and the Improvements on them, shall be maintained in a clean, sanitary, attractive and marketable condition at all times. No Owner shall permit his Lot or the Improvements on it to fall into disrepair. Failure to maintain a property may cause the Association to take corrective action to bring the property into compliance and lien the property as deemed necessary.

4.13. **No Noxious or Offensive Activity.** No noxious or offensive activity shall be carried out on any Lot, including the creation of loud or offensive noises or odors that detract from the reasonable enjoyment of nearby Lots.

4.14. **No Hazardous Activity.** No activity maybe conducted on any Lot that is, or would be considered by a reasonable person to be unreasonably dangerous or hazardous, or which would cause the cancellation of conventional property casualty insurance. This includes, without limitation, the storage of caustic, toxic, flammable, explosive or hazardous materials in excess of those reasonable and customary for household uses, the discharge of firearms or fireworks, and setting open fires (other than properly supervised and contained barbecues).

4.15. **No Unsightliness.** No unsightliness is permitted on any Lot. This shall include, without limitation: the open storage of any building materials (except during the construction of any Dwelling or Improvements); open storage or parking of farm or construction equipment, inoperable or unregistered motor vehicles, trailers, trucks larger than pick-up trucks (except during periods of actual loading and unloading); accumulations of lawn or tree clippings or trimmings; accumulations of construction debris or waste; household refuse or garbage except as stored in tight containers in an enclosure such as a garage; lawn or garden furniture except during the season of use; and the storage

or accumulation of any other material, vehicle, or equipment on the Lot in a manner that it is visible from the Public View.

4.16. **No Annoying Lights.** Any outdoor lighting shall be subject to approval by the Architectural Committee, and 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 maintained by the City. The flood lighting of tennis courts or similar sports courts is deemed to be annoying to abutting Owners, and is expressly prohibited.

4.17. **No Annoying Sounds.** No speakers, or other noise making devices may be used or maintained on any Lot which create noise that might reasonably be expected to be unreasonable or annoyingly loud to persons on adjoining Lots, except for security or fire alarms.

4.18. **Municipal Water Connection.** The Property is served by municipal water service, and no Owner shall drill his own well for culinary or irrigation water production. No water rights are being conveyed with any Lot.

4.19. **Sewer Connection Required.** All Lots are served by sanitary sewer service, and no cesspools, septic tanks, or other types of waste disposal systems are permitted on any Lot. All Dwellings must be connected to the sanitary sewer system in accordance with the rules and regulations of the applicable sewer improvement district.

4.20. **Drainage.** No Owner shall alter the flow of natural drainage from his Lot, nor shall any Owner permit accelerated storm run-off to leave his Lot without first using reasonable means to dissipate the flow energy.

4.21. **Groundwater Protection.** No underground storage tanks for oil, fuels or chemicals of any kind may be installed on the Property. No above ground storage tanks shall be permitted.

4.22. **Vehicles Restricted to Roadways.** No motor vehicle will be operated on the Property except on Roadways and driveways. No snowmobiles or unregistered motorcycles will be operated on the Property except for loading the equipment for lawful transport on public streets. The operation of any vehicle on any Open Space within the Property is strictly prohibited, except for maintenance work being conducted under the supervision and authority of the Association.

4.23. **Kennels.** No kennel or dog run may be placed closer than 50 feet to any Dwelling other than that of the Owner of the kennel or dog run.

4.24. **No Transient Lodging Uses.** The 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 house, "bed and breakfast," or other uses for providing accommodations to travelers. No lease of any Lot shall be for a period of less than 30 days. No Lot shall be subjected to any form of time interval ownership, or ownership in a manner that rotates the use among multiple Owners or in a manner that would permit the right of use to be sold separately from the fee simple title to the Lot.

**ARTICLE V**  
**PERMITTED USES AND IMPROVEMENTS**

5. **Introduction.** The following uses and Improvements are permitted within the Subdivision in the areas of the Property designated. Uses not specifically permitted are prohibited, unless, in the sole judgment of the Architectural Committee the proposed use is a reasonable and logical extension or appurtenance of a use that is expressly permitted.

5.1. **Uses and Improvements Permitted Within the Setback Area of Lots.** No structures of any kind are permitted in any Setback Area, including without limitation pools, tennis courts, decks, spas, swing sets, trampolines, play ground equipment, or dog runs. No Improvement, Excavation, Fill, or other surface disturbances shall be constructed, installed, maintained, or allowed to stand in the Setback Area except:

- a. Those disturbances related to the construction, maintenance, and use of any Roadway on the Property, including the installation and maintenance of underground utility facilities, devices, traffic controls and accessories as may be required by the City in the operation of the Roadway as public streets.
- b. Those disturbances related to the construction, maintenance and use of Driveway Connections as provided in Article VI, including driveway culverts, retaining walls, Excavations and Fills, provided that driveways shall be located on the Lot in a manner that minimizes the need for Excavation, Fill, or the use of retaining walls.
- c. Those disturbances related to the construction, maintenance, and use of utility connections to extend utility services from the adjacent Roadway to the Dwellings. This shall include underground electrical, telephone, and cable television lines and water, sewer, and natural gas supply pipes. Landscaping and primarily underground irrigation systems and their appurtenances shall be constructed, maintained, and used in the Setback Area of Lots.
- d. Those disturbances related to the construction, maintenance and use of any Permitted Fencing.

5.2. **Uses and Improvements Permitted Within the Buildable Area of Lots.** Except for those Uses and Improvements permitted above, all construction activity, Excavation, and Fill are to be confined to the Buildable Area within the Lot. No Improvements, additions, alterations or other construction may be installed, constructed, maintained or allowed to stand within the Buildable Area except as follows:

- a. The construction, maintenance, and use of one single family Dwelling together with a garage with capacity for at least two automobiles and storage of recreation and maintenance equipment; and,
- b. The construction, maintenance, and use of those Improvements generally and customarily associated with the use and enjoyment of a single family Dwelling, including driveways, utility connections, garages, retaining walls, stairways, decks, patios, pools, spas, swing sets, trampolines,

walkways, fences, lighting, tennis courts or sports courts, antennas and satellite dishes, landscaping, and sprinkler irrigation systems.

**5.3. Uses and Improvements Permitted Within All Common Areas.** Subject to reasonable restrictions, rules and regulations, adopted by the Association, any designated Common Areas, including the 4300 North Common Area, if added to and made a part of the Subdivision, shall be used only for aesthetic enjoyment or recreational purposes such as gatherings, picnicking, walking, sitting and other similar unintrusive uses. No motorized travel and no motor vehicle of any kind or description may be operated on the Common Area except for authorized vehicles engaged in the construction or maintenance of the Common Area under the supervision of the Association. No Improvement of any kind shall be installed, constructed, maintained or allowed to stand in any of the Common Areas except as provided below:

- a. The construction; maintenance, and use of underground electrical, telephone, and cable television lines, services, and vaults and appurtenances for supplying utility services to any portion of the Subdivision or to the Additional Land; Any above-ground transformers, junction boxes, and other similar utility control and transfer points and above ground appurtenances and related facilities must be screened with vegetation and shall not exceed six feet in height above the natural grade at the site; Underground natural gas, water, sanitary sewer, and storm drainage pipelines, retention ponds, and related valve boxes, controls, access points and similar appurtenances which shall not extend more than six inches above the surface of the ground unless screened from the Public View.
- b. The construction, maintenance and use of Permitted Fencing.

**5.4. Uses and Improvements Permitted Within the Trail Corridor Common Area.** The Trail Corridor Common Areas, if any, shall be used for hiking, bicycling, cross-country skiing, and other non-motorized travel. No motor vehicle of any kind or description may be operated on the Trail Corridor except for authorized vehicles engaged in the construction or maintenance of the trail or Improvements within the Trail Corridor. No other uses or Improvements of any kind maybe installed, constructed, maintained or allowed to stand in the Trail Corridor, except:

- a. Those Improvements and uses permitted in all Common Areas.
- b. The construction, maintenance and use of those Improvements reasonable and necessary to the function of the trail system through the Subdivision and its linkage with any other City approved trail system, including paved or unpaved trails, and traffic barriers to prevent access by motorized vehicles.
- c. The construction, maintenance and use of such appurtenances to the trail system as are reasonable and necessary, such as benches, informal or regulatory signs, trash containers, drinking fountains, exercise stations, bicycle racks, Permitted Fencing to prevent trespass and control animals, and similar items for the, use and enjoyment of persons making use of the trails; provided however that this shall not be construed as allowing trail head parking lots, rest rooms, maintenance buildings, or any other enclosed structure.

5.5. Uses and Improvements Permitted Within the Meadow Common Area. The Meadow Common Area, if any, is intended to be used only for uses approved in other Common Areas. Within any Meadow common Area, no Improvements shall be installed, constructed, maintained or allowed to stand except:

- a. Those Improvements and uses permitted in all Common Areas.
- b. The construction, maintenance and use of Improvements reasonable and necessary for the control of surface water, retention, or drainage ponds, including irrigation systems, ditches, ponds and improved paths, and Permitted Fencing.

5.6. Uses and Improvements Permitted Within the Mountain Common Area. The Mountain Common Area, if any, is land that is unsuitable for construction of most Improvements, and is intended to remain substantially open and natural. The Mountain Common Area shall be used for outdoor recreational purposes such as hiking, mountain biking, horse back riding and skiing. The operation of motorized vehicles on the Mountain Common Area is prohibited, except for the construction and maintenance of trails, and maintenance of any permitted Improvements. No camping is permitted in the Mountain Common Area, and open fires are expressly prohibited. No other uses or Improvements of any kind shall be installed, constructed, maintained or allowed to stand in the Mountain Common Area except:

- a. Those Improvements and uses permitted in all Common Areas.
- b. The construction, maintenance, and use of such unobtrusive Improvements as may be reasonable to improve primitive, unpaved trail systems and to facilitate the safe use of any such trails, such as trimming of brush and branches, and the placing of stepping stones, water bars, and trail markers.

#### ARTICLE VI ARCHITECTURAL DESIGN STANDARDS AND CONDITIONS ON IMPROVEMENTS

6. Introduction. The guiding design concept for the DEER CREST SUBDIVISION is that the dominant visual feature of the Subdivision, whether viewed from within the Property or from locations off-site, should be the natural slope of the hillside. Dwellings and other Improvements are intended to blend into this hillside setting and not to dominate it. It is not the intention of these standards to create uniformity, but to encourage a diversity of design and materials within an architectural approach that considers each site, and is compatible with the hillside setting.

6.1. Site Evaluation It is expected that each Dwelling and its accompanying Improvements will be designed to suit each individual Lot, and to preserve, and benefit from the site's natural sloping character. The Owner is encouraged to use the services of experienced design professionals to evaluate the site and determine the best build approach for that site.

6.2. **Number of Dwellings and Structures.** Only one Dwelling may be constructed on any Lot. Garages must be attached to the Dwelling, except in cases where the Owner can demonstrate to the Committee that a detached garage can significantly reduce severe cuts, Excavation, or Fill on the Lot.

6.3. **Dwelling Size.** The minimum main Floor Area for Dwellings in the Subdivision is 1,800 square feet, and the maximum Floor Area is 10,000 square feet, except by approval of the architectural committee. No Dwelling shall be constructed or altered in a manner that would violate these limits.

6.4. **Dwelling Setback, Height and Placement.** All portions of the Dwelling and any other Improvements are to be within the Buildable Area (unless revised by variance granted as per 3.3 hereof) for each Lot, and must also comply with the City's minimum front, rear and side yard setbacks and height restrictions.

6.5. **Chimneys.** Chimneys must be constructed of or enclosed in approved siding material. No exposed metal flues are permitted. If more than one chimney is used on a Dwelling, then each must be of the same design, finish and appearance, although sizes may differ. All flues must be flat-topped, side-venting, and equipped with spark arrestors.

6.6. **Antennas.** All antennas must be enclosed within the Dwelling. Any satellite dishes must be located and screened from the Public View in a manner approved in advance by the Architectural Committee.

6.7. **Siding and Trim Characteristics.** The materials that clad the exterior of the Dwelling should be materials that blend with and are compatible with the hillside setting.

a. **Materials.** Whenever possible, major wall surfaces should express their mass by being finished with brick, wood siding, stone, stucco, or plaster.

**Permitted:** - Brick

- Stone (natural or artificial if approved by the Committee)
- Sidings, boards, or shingles of natural wood (cedar, fir, redwood, cyprus or spruce)
- Plaster, including stucco, Dri-vit and similar systems, which shall be seamless except for expansion joints
- Other, if approved by the Committee

**Prohibited:** - Textured plywood

- Particle board, masonite or asphalt tiles

6.8. **Windows.** Window design and materials shall comply with the following:



- a. **Design.** Window openings should be arranged and combined in a manner to harmonize with the architecture of the hillside community.
- b. **Material** Window frame and trim material must be approved by the Committee. All windows must be double or triple glazed. No reflective glazing is permitted, and the use of opaque tints, and films applied to clear glass is prohibited, unless approved by the Committee.

6.9. **Garage Doors.** Garage doors may vary in height but should match the trim details of any other doors and windows on the same wall surface. Surfaces shall be finished in a material approved by the Committee.

6.10. **Balconies and Decks.** Balconies and decks can add visual interest and further enrich the design of the Dwelling. Balconies should be smaller private areas designed and located to minimize accumulations of snow and ice. The area under any deck must either be landscaped or screened so that the Public View is not of the unfinished underside of the deck. All deck railings and their posts and other parts shall be constructed of wood or metal or other finish in a material approved by the Committee.

6.11. **Foundations.** No foundation may be exposed for more than eighteen inches above the finished grade. Foundations that extend above that height must be covered with an approved siding material.

6.12. **Parking Areas.** Each Dwelling shall include a garage for at least two vehicles. Dwellings may garage more than two vehicles provided that no more than three car-widths of garage entrance may face the Public View. Double loading of garage areas is permissible. Each Dwelling should also provide paved driveway parking for two vehicles. Parking areas within the Public view or within the Setback Area may not be used for the storage or parking of boats, campers, or motorhomes.

6.13 **Driveway and Utility Connections** . Each Lot shall be permitted one curb-cut on the Roadway for a driveway. The location, slope, grading conditions, and other impacts of the proposed driveway shall be considered by the Committee in its review of the Owner's plans.

## ARTICLE VII LANDSCAPE STANDARDS

7. **Introduction.** The use of each Lot is subject to the following Landscape standards.

7.1. **Irrigation of Lots.** Each Owner shall be required to submit a plan for and to have installed as part of the landscaping a permanent sprinkler or other irrigation system, consisting of subsurface pipelines and connections that is adequate to provide reasonable coverage for the continued

watering of lawns, trees, plants and other vegetation materials selected by the Owner and approved by the Committee for the landscaping plan. To the extent possible, only the sprinkler or irrigation heads and risers should protrude above the exposed surfaces.

7.2. **Landscaping Required.** Each Owner shall be required to submit a landscaping plan with the plans for construction of any new Dwelling for Architectural Committee approval as required under Article III hereof. All landscaping and soil stabilization work must be completed as soon as possible after completion of the exterior of the Dwelling, but in no event later than the summer following completion of the exterior of the Dwelling.

#### ARTICLE VIII COMBINATION OF LOTS

8. **Right to Combine Lots.** Subject to the provisions of this Declaration and the limitations set forth in this section, any Owner may combine two or more adjoining Lots within the Subdivision. In the event an Owner desires to combine two or more Lots, the determination of the new Buildable Area will be based on the Lots combined.

8.1. **Siting of the Dwelling.** When an Owner combines two or more Lots, siting of the Dwelling should spread the resulting building mass more or less evenly over the combined Lots. In no event shall the entire Dwelling mass be allocated to a single Lot.

8.2. **Dwelling Size.** The maximum Dwelling Size for the Dwelling on the combined Lots shall not exceed 75% of the sum of the maximum allowable Dwelling Sizes stated in this Declaration for the two Lots if developed independently.

8.3. **Driveways and Utilities.** The driveway and utility corridor requirements of this Declaration are based on each Dwelling, not on each Lot, and no additional driveway, curb-cut, or utility width is permitted for a combined Lot, except with Committee approval.

8.4. **Combination Deemed Permanent.** The combination of Lots is deemed to be permanent and the Lots may not be independently sold once construction has commenced on the Improvements for the combined Lot.

8.5. **Record Notice of Combination.** The Owner of any Lots that have been combined will execute and deliver to the Committee a notice in recordable form, containing the name of the Owner and the legal description of the Lots combined, which Notice will state that the two Lots have been combined and cannot subsequently be subdivided. The Committee shall record this Notice with the Weber County Recorder upon the commencement of construction.

#### ARTICLE IX OWNERS' MAINTENANCE OBLIGATIONS

9. **Owner Obligation.** It is the obligation of each Owner to timely complete the construction of Improvements that have been approved and have been commenced, including the timely

completion of landscaping in accordance with the approved plan, and to otherwise properly maintain his Lot at all times in order to preserve and enhance the enjoyment of the Subdivision.

9.1. 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.

9.2. Action by Association. In the event that an Owner fails to timely complete his landscaping or otherwise permits his Lot or Improvements to fall into a state of disrepair that is dangerous, unsafe, unsanitary, or an unsightly condition in violation of this Declaration, the Association may give written notice to the Owner describing the condition complained of and demanding that the Owner correct the condition within 30 days. If the Owner fails to take corrective action, the Association shall have the right, but not the obligation, to enter upon the offending Owner's Lot and take corrective action to abate the condition. All costs of abatement shall be charged to the Owner, who agrees to promptly pay the reasonable costs of any work performed under this provision. Unpaid amounts will bear interest at the lawful judgment rate under applicable state law. A lien may be placed against the property as determined by the Association.

9.3. Alterations of Exterior Appearance. The Owners will maintain their Lots and Improvements in substantially the same condition and appearance as that approved by the Committee. No subsequent exterior alterations, improvements or remodeling, whether structural or cosmetic will be made without the advance consent of the Committee.

9.4. Repair Following Damage . In the event of casualty loss or damage to the Improvements, the Owner will be entitled to reconstruct the Improvements as they existed prior to the damage or loss without review by the Committee, provided however that alterations or deviations from the originally approved plans will require review. Nothing in this Declaration is intended to prevent an Owner who has suffered property damage or loss from taking temporary measures to secure the property and prevent further damage, or to prevent injury or dangerous conditions following loss or damage, before re-construction begins. Such temporary measures may be taken without the consent or approval of the Committee, provided that any such measures must be of a temporary nature, and repair or reconstruction must begin as soon as circumstances will permit.

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 un-repaired after 90 days following the occurrence of damage is deemed a nuisance which may be abated by the Association.

#### ARTICLE X CONSTRUCTION COVENANTS

10. Introduction. To prevent other Lot Owners from being damaged during any construction activities, and to minimize the inconvenience to adjoining Owners, the following construction regulations shall be enforced. These regulations shall be made a part of the construction contract between the Owner and the Builder of each Dwelling or other Improvements on a Lot. The Owner shall be bound by these regulations, and any violations committed by the Builder or its employees, sub-contractors or others shall be deemed a violation by the Owner for which Owner is liable.

10.1. **Pre-Construction Conference.** Prior to the commencement of construction, the Owner and Builder will meet with the Committee to review these regulations and coordinate the construction activities within the Subdivision. At the conference, or prior to the Committee granting its approval, the Owner or Builder must supply a construction site plan showing the location of material storage areas, the portable toilet, any construction office or trailer, and the trash dumpster. This plan must be approved by the Committee prior to the commencement of construction.

10.2. **Portable Office or Trailer.** Any Builder who desires to bring a portable office or trailer onto a Lot shall first apply for and receive written approval from the Committee. The Committee will work with the Builder and Owner to determine the best possible location for the portable office. The portable office will be in a location approved by the Committee. The temporary office may not be installed prior to the commencement of construction, and must be removed upon the first to occur of: (i) the issuance of a Certificate of Occupancy; (ii) the termination, expiration, or cancellation of the Building Permit; or, (iii) the suspension of construction activities for a period of 60 days.

10.3. **Construction Debris Removal** The Builder must comply with City ordinances requiring the placement and maintenance of a trash container or dumpster on the Lot. The Builder shall collect trash at the end of each work day and depositing construction trash, packing material, unusable scraps, and other debris in a suitable container, protected from the wind, and regularly serviced. No trash may be burned, buried, or otherwise disposed on the Property. No concrete trucks may be cleaned out on the Lot, the Property, or anywhere within the Subdivision.

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

10.5. **Sanitary Facilities.** The Builder is responsible for the installation and maintenance of an approved portable toilet facility during construction. The portable toilet must be located on the Lot at a location approved by the Committee, and removed from the site at such time as the permanent plumbing system is operational.

10.6. **Construction Parking and Vehicles.** Construction crews must park their vehicles on the Lot on which they are working, and shall not use or park on any other Lot, Common Areas or any other property within the Subdivision. All vehicles must be parked to allow the free flow of traffic within the Subdivision.

10.7. **Blasting.** Blasting should not be necessary in the DEER CREST SUBDIVISION, but in the event that it is necessary to blast in conjunction with the construction of any Dwelling or Improvement, the Owner must notify the Committee in advance. In addition the Builder must comply with all ordinances and regulations of the City applicable to blasting. Notice to the Committee shall be far enough in advance to allow reasonable review of the governmental permits. No blasting, impact digging, or pile driving causing seismic vibrations may be undertaken without the consent of the Committee.

10.8. **Construction Sign.** During periods of actual construction on the Dwelling, the Owner or Builder, subject to city requirements, may install a sign not to exceed six square feet in area identifying the Lot and the Builder. The sign must be removed upon completion or abandonment of construction.

10.9. **Hours of Work** Daily working hours on the site shall be limited to the period beginning one half hour after sun rise and ending one half hour before sunset, unless otherwise restricted by City ordinances. The Builder is responsible for controlling noise emanating from the site.

10.10. **Soil Conservation.** At all times when the surface of the Lot is disturbed by construction activity, and re-vegetation has not been completed, the Builder shall practice reasonable dust, sedimentation and erosion control measures as described in the USDA Soil Conservation Service Guidelines.

10.11. **Removal of Mud.** The Builder is responsible for cleaning up and removing mud from the construction site that is deposited on the Roadways of the Subdivision.

10.12. **Construction Access.** Construction access to the Dwelling is limited to the Driveway and Utility corridors designated on the approved site plan for the Dwelling.

10.13. **Duration of Construction.** No construction shall be undertaken without a Building Permit and all other necessary permits from the City, the sewer improvement district and any other governmental entity having jurisdiction over construction on the site. No materials, tools, temporary offices or portable toilets, excavation or construction equipment or similar materials or equipment may be delivered to the site prior to the issuance of the Permit(s). It is the obligation of the Owner to proceed with construction with all reasonable speed once construction has commenced, and in any event, all exterior surfaces of the building shall be substantially complete within a period of twelve months from commencement. All landscaping and soil stabilization work must be completed as soon as possible after completion of the exterior of the Dwelling, but in no event later than the summer following completion of the exterior of the Dwelling. Failure to complete a dwelling in the required time frame will allow for corrective action to be taken by the Association. A lien may be filed with the appurtenant rights allowed under the law.

10.14. **Repair of Damage.** The Owner is responsible for the prompt repair of any damage to the Property caused by or incidental to Owner's construction. The Association, if necessary shall initiate legal action against any Owner for the repair of damage that occurs from construction activity pertaining to that Owner's Lot.

## **ARTICLE XI** **GENERAL PROVISIONS**

11. The covenants, conditions, and restrictions contained in this Declaration may be enforced as follows:

11.1. **Violation Constitutes Nuisance.** The violation of the provisions of this Declaration is deemed to be a nuisance, and the Owner of the Property on which the violation occurs is responsible for the removal or abatement of the nuisance.

11.2. **Remedies.** These covenants may be enforced or a violation remedied as follows:

- a. Any single or continuing violation of the covenants contained in this Declaration may be enjoined in an action brought by the Declarant (for so long as the Declarant is the Owner of any Lot), by any other Owner, or by the Association in its own name. In any action brought to enforce these covenants, the prevailing party shall be entitled to recover as part of its judgment all of the reasonable costs of enforcement, including attorneys fees and costs of court.
- b. Nothing in this Declaration shall be construed as limiting the rights and remedies that may exist at common law or under applicable federal, state, or local laws and ordinances for the abatement of nuisances, health and safety, or other matters. These covenants are to be construed as being in addition to those remedies available at law.
- c. The remedies available under this Declaration and at law or equity generally are not to be considered as exclusive, but rather as cumulative.
- d. The failure to take enforcement action shall not be construed as a waiver of the covenants contained in this Declaration in the future or against other similar violations.

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

11.4. **Limited Liability.** Neither the Declarant, the Trustees, or the Committee or its individual members 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 or authority under these covenants, and without malice.

11.5. **Term of Covenants, Renewal.** This Declaration shall expire fifty years from the date it is first recorded with the Weber County Recorder, provided however that in the last year prior to expiration, the Owners of 90% of the Lots may, by written notice which is recorded with the Weber County Recorder, agree to extend the covenants for a period of an additional twenty years.

11.6. **Amendments, Mortgagee Not Bound.** At any time while this Declaration is in effect, the Owners of 75% of the Lots subject to this Declaration may amend the provisions of this Declaration, provided that, if the Declarant owns or controls an interest in all or a portion of the Additional Land at the time of the proposed Amendment, the consent of the Declarant will be required. Any such consent shall be in the exclusive judgement of the Declarant. Any Amendment must be in writing and be properly recorded in the office of the Weber County Recorder. No Amendment that would materially affect the interest of the holder of any first mortgage or any first trust deed recorded on any Lot, will be binding upon such holder, unless the first mortgage or first trust deed holder joins in the Amendment. This Declaration may not be repealed by amendment, and no Amendment shall have the effect of increasing the number of Lots or Dwellings within the Subdivision beyond that approved by the City and this Declaration, or making less restrictive those provisions regulating the uses of the Common Areas within the Subdivision.

No amendments affecting the responsibilities in regards to maintenance of the common areas and street maintenance as defined in Article II contained herein or as defined in the Development agreement, together with the rights of the city to perform such maintenance, shall be made without the specific appropriate written approval of the City.

11.7. **Constructive Notice.** Every person who owns, occupies, or acquires any right, title or

interest in any Lot in the Subdivision is conclusively deemed to have notice of this Declaration and its contents, and to have consented to the application and enforcement of each of the Covenants, Conditions and Restrictions against his Lot, whether or not there is any reference to this Declaration in the instrument by which he acquires his interest in any Lot.

11.8. **Reservation of Easements.** For the mutual benefit and convenience of all of the Owners, each Lot is burdened by an easement five feet in width across the front of the Lot for the installation and maintenance of utility services to the Subdivision. The Owner grants the right to public utilities to enter upon each Lot for purposes of utility installation, meter reading, and maintenance, and the right to public agencies providing utility-type services and emergency and public safety services to enter on to the Lot as needed to perform their functions.

11.9. **Notices.** All notices under this Declaration are deemed effective 72 hours after mailing, whether delivery is proved or not, provided that any mailed notice must have postage prepaid and be sent to the last known address of the party to receive notice. Notices delivered by hand are effective upon delivery.

11.10. **Liberal Interpretation.** The provisions of this Declaration shall be interpreted liberally to further the goal of creating a uniform plan for the development of the Subdivision. Paragraph headings are inserted for convenience only and shall not be considered in interpretation of the provisions. Singular will include plural, and gender is intended to include masculine, feminine and neuter as well.

11.11. **Expansion of Project.** The Declarant owns or may own an interest in all or a portion of the Additional Land which adjoins the Subdivision which is described on the attached Exhibit "B". The Declarant may subdivide all or part of the Additional Land and may then add it to the DEER CREST SUBDIVISION subject to these Covenants. Any of the Additional Land may be subjected to this Declaration and become a part of the Subdivision by recording a Subdivision Plat describing such Additional Land and the Lots created on it, and a Supplemental Declaration stating that such Additional Land has been added to the Subdivision and is subject to these Covenants, Conditions and Restrictions. Any Additional Land will be added, if at all, within fifteen years from the date this Declaration is recorded.

11.12. **No Obligation to Expand.** The Declarant reserves the right to add some or all of the Additional Land to the Subdivision, but there is no obligation to do so. Any Additional Land, if not added to the Subdivision, may be developed in a manner that is different from the Subdivision.

11.13. **Expansion in Phases.** The Declarant may exercise its right to expand the Subdivision in one or more phases. The addition of some of the Additional Land does not obligate the Declarant to add the balance of the Additional Land to the Subdivision.

Executed on the date stated above.

EH 2226763 PG 24 OF 27

HANSEN DEVELOPMENT CORPORATION,  
a Utah corporation,

By: *Brent H. Hansen*  
BRENT H. HANSEN, President

State of Utah  
County of Salt Lake ss.

On the 12<sup>th</sup> day of Sept, 2006, BRENT H. HANSEN appeared before me and acknowledged that he is the President of HANSEN DEVELOPMENT CORPORATION, a Utah corporation, which is the Declarant in the above instrument, and that he executed the same on behalf of the Corporation with proper authority.

*Nancy V. Selvig*  
Notary Public

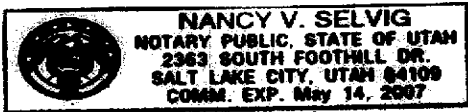




EXHIBIT "A"

16-032-0016

16-260-0001 to 0021  
 16-261-0001 to 0020  
 16-262-0001 to 0007

BEGINNING AT A POINT WHICH IS THE NORTHWEST CORNER OF SECTION 19,  
 T.7N., R.1W., S.L.B. & M., RUNNING THENCE N89°55'15"W 2685.65 FEET,  
 THENCE S00°07'18"W 541.49 FEET, THENCE S77°27'30"E 25.36 FEET,  
 THENCE TO THE LEFT ON THE ARC OF A 50.00 FOOT RADIUS CURVE A  
 DISTANCE OF 55.45 FEET (CHORD BEARS N82°41'00"E 54.55 FEET), THENCE  
 N62°49'30"E 172.40 FEET, THENCE TO THE RIGHT ON THE ARC OF A 45.00  
 FOOT RADIUS CURVE A DISTANCE OF 28.88 FEET (CHORD BEARS N81°12'45"E  
 28.39 FEET), THENCE S80°24'00"E 97.50 FEET, THENCE TO THE RIGHT ON  
 THE ARC OF A 520.00 FOOT RADIUS CURVE A DISTANCE OF 48.78 FEET  
 (CHORD BEARS S77°42'45"E 48.76 FEET), THENCE S75°01'30"E 118.00  
 FEET, THENCE TO THE RIGHT OF THE ARC OF A 520.00 FOOT RADIUS CURVE  
 A DISTANCE OF 58.99 FEET (CHORD BEARS S71°46'30"E 58.59 FEET),  
 THENCE S68°31'30"E 387.20 FEET, THENCE TO THE LEFT ON THE ARC OF  
 A 480 FOOT RADIUS CURVE A DISTANCE OF 35.88 FEET (CHORD BEARS  
 S70°40'00"E 35.88 FEET), THENCE S72°48'30"E 124.50 FEET, THENCE TO  
 THE RIGHT ON THE ARC OF A 520.00 FOOT RADIUS CURVE A DISTANCE OF  
 46.29 FEET (CHORD BEARS S70°15'30"E 46.27 FEET), THENCE S67°42'30"E  
 226.30 FEET, THENCE TO THE LEFT ON THE ARC OF A 980.00 FOOT RADIUS  
 CURVE A DISTANCE OF 39.91 FEET, (CORD BEARS S68°52'30"E 39.91  
 FEET), THENCE S70°02'30"E 130.10 FEET, THENCE TO THE RIGHT ON THE  
 ARC OF A 1020.00 FOOT RADIUS CURVE A DISTANCE OF 33.23 FEET (CHORD  
 BEARS S69°06'30"E 33.23 FEET), THENCE S68°10'30"E 147.30 FEET,  
 THENCE TO THE LEFT ON THE ARC OF A 980.00 FOOT RADIUS CURVE A  
 DISTANCE OF 34.49 FEET (CHORD BEARS S69°11'00"E 34.49 FEET), THENCE

S70°11'30"E 474.50 FEET, THENCE S19°48'30"W 5.00 FEET, THENCE TO THE LEFT ON THE ARC OF A 985.00 FOOT RADIUS CURVE A DISTANCE OF 55.44 FEET (CHORD BEARS S71°48'15"E 55.44 FEET), THENCE S73°25'00"E 84.10 FEET, THENCE TO THE LEFT ON THE ARC OF A 315.00 FOOT RADIUS CURVE A DISTANCE OF 104.78 FEET (CHORD BEARS S63°53'15"E 104.30 FEET), THENCE S54°21'30"E 77.20 FEET, THENCE TO THE LEFT ON THE ARC OF A 85.00 FOOT RADIUS CURVE A DISTANCE OF 32.90 FEET (CHORD BEARS S65°26'45"E 32.69 FEET), THENCE S76°32'00"E 199.89 FEET, THENCE TO THE RIGHT ON THE ARC OF A 215.00 FOOT RADIUS CURVE A DISTANCE OF 68.48 FEET (CHORD BEARS S67°24'30"E 68.19 FEET), THENCE S58°17'00"E 124.30 FEET, THENCE TO THE LEFT ON THE ARC OF A 185.00 FOOT RADIUS CURVE A DISTANCE OF 51.55 FEET (CHORD BEARS S66°16'00"E 51.39 FEET), THENCE S74°15'00"E 85.20 FEET, THENCE TO THE RIGHT ON THE ARC OF A 215.00 FOOT RADIUS CURVE A DISTANCE OF 63.29 FEET (CHORD BEARS S65°49'00"E 63.06 FEET), THENCE S57°23'00"E 293.80 FEET, THENCE TO THE LEFT ON THE ARC OF A 185.00 FOOT RADIUS CURVE A DISTANCE OF 65.42 FEET (CHORD BEARS S66°07'15"E 56.21 FEET, THENCE S74°51'30"E 117.60 FEET, THENCE TO THE RIGHT ON THE ARC OF A 215.00 FOOT RADIUS CURVE A DISTANCE OF 40.40 FEET (CHORD BEARS S69°28'30"E 40.34 FEET), THENCE S64°05'30"E 144.50 FEET, THENCE TO THE LEFT ON THE ARC OF A 355.00 FOOT RADIUS CURVE A DISTANCE OF 40.48 FEET (CHORD BEARS S67°21'30"E 40.46 FEET), THENCE S70°37'30"E 105.00 FEET, THENCE TO THE RIGHT ON THE ARC OF A 215.00 FOOT RADIUS CURVE A DISTANCE OF 54.04 FEET (CHORD BEARS S63°25'30"E 53.89 FEET) THENCE S56°13'30"E 5.10 FEET, THENCE N33°46'30"E 15.00 FEET, THENCE S56°13'30"E 80.30 FEET, THENCE TO THE LEFT ON THE ARC OF A 70.00

FOOT RADIUS CURVE A DISTANCE OF 13.77 FEET (CHORD BEARS S61°51'34"E 13.75 FEET), THENCE S22°30'22"W 15.00 FEET, THENCE TO THE LEFT ON THE ARC OF A 85.00 FOOT RADIUS CURVE A DISTANCE OF 15.90 FEET (CHORD BEARS S72°51'04"E 15.87 FEET) THENCE S78°12'30"E 212.01 FEET, THENCE TO THE LEFT ON THE ARC OF A 112.98 FOOT RADIUS CURVE A DISTANCE OF 32.70 FEET (CHORD BEARS N19°28'46"W 32.59 FEET, THENCE N27°46'14"W 122.69 FEET, THENCE TO THE RIGHT ON THE ARC OF A 179.41 FOOT RADIUS CURVE A DISTANCE OF 89.08 FEET (CHORD BEARS N13°32'52"W 88.17 FEET), THENCE N00°40'30"E 1716.70 FEET, THENCE N89°52'36"W 1331.11 FEET TO THE POINT OF BEGINNING.

CONTAINS 101.84 ACRES.