



DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MOUNTAIN WEST MEADOWS PHASE I

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS affect that certain real property known as all of Lots MOUNTAIN WEST MEADOWS PHASE I, City of Plain City, County of Weber, State of Utah described as (Hereinafter "the Subdivision"), filed on the 22 day of NOVEMBER, 2006, as Entry No. 222858 of the records of Weber County, Utah. The following declarations as to limitations, restrictions, conditions, agreements and covenants to run with the above described land be binding on all present and future owners thereof, for their mutual benefit and protection.

19-243-0001 ✓ JMM 0037

1. Plain City Zoning and Subdivision Ordinances. All lots in the Subdivision shall be subject to requirements of Plain 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 size and 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 neighboring structures, and to location with respect to topography and finish grade elevation.

The Committee shall initially consist of Brett Satterthwaite, Cecil Satterthwaite, and Jeff Hales. 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 the Declaration shall rest with the lot owners in the Subdivision. Once all lots have been built upon, the Committee shall change and the lot owner's will be voted on and become the new Committee.

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. Any other outbuildings must be approved in advance by the Committee.

4. **Dwelling Size.** Any rambler or single level dwelling shall have at least 1,550 square feet on the main level, exclusive of basement, open porches, and garages. A two-story dwelling shall have a minimum of 2,200 square feet, exclusive of basement, Open porches and garages. All dwellings shall have at least a two or more car garage. No multi-level dwelling. Anything different in size or style needs to be approved by the Committee.

5. **Construction Methods and Materials.** The exterior of any structure erected in the Subdivision shall have 75 percent of its front area covered with brick, native or cultural stone or other approved masonry products. The sides will have at least four feet (4') of brick, native or cultural stone. Other approved masonry product as well. Other exterior materials must be approved by the Committee. There shall be no log homes, log-like siding, aluminum or vinyl siding. All buildings shall have a roof of at least a 6 x 12 pitch. All shingles shall be architectural asphalt shingles. All exterior colors must be approved by the Committee before exterior finishes are started.

6. Temporary Structure 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. Trash. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste will 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.

8. Condition of Public Areas during Construction. All construction within the Subdivision shall be performed in a professional manner. All City Ordinances, including but not limited to, noise and storm water management shall be complied with. Roadways shall be kept clean and clear of debris throughout construction. Dirt, mud or debris left on roadways shall be swept and removed within four hours. Each homeowner/homebuilder shall protect the integrity of sidewalks and curb and gutter abutting their lot. Damage to curb, gutter and sidewalks will be assessed at the market rate for repair. All repairs shall be made by developers and paid for by lot owner/homebuilder. Failure to pay for said repairs will result in a lien being placed on the owner's property.

9. 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. (The Architectural Committee must approve materials and design of any fencing on the lot prior to the installation of said fence.) All fencing is to be constructed of vinyl privacy or semi-private and is the homeowner's responsibility. No chain link or wood fencing allowed.

10. Landscaping. Landscaping shall be completed by homeowners within one year of occupancy, including but not limited to sprinkling system and lawn. (Poplar,

Ash, Russian olive or any form of Cottonwood tree will not be permitted within the subdivision). Each homeowner shall plant at least two flowering or Chanticleer trees evenly spaced in the park strip across the frontage of each lot within three months of occupancy. Homeowner shall be responsible for tree irrigation systems.

11. Other Obstructions. No 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 R.O.W. Street property lines and lines connecting them at points 20 feet 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 permitted obstruction of such sight lines not precluding safe stopping sight distances.

12. Nuisance. No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood. No storage of any articles of any items which are unsightly to the neighborhood to be out in the open, they are to be in enclosed areas built and designed for such purposes. No automobiles, trailer, boats or other vehicles are to be stored on streets or front and side lots unless they are in running condition, properly licensed and are being used regularly. Automobiles must be moved every 24 hours. All RV storage to be on the side or rear of homes behind privacy fence. All roofs mounted heating and cooling equipment to be set back to the back side of the roof out of view from the street. All TV antennas are to be placed in the attic out of view. Satellite dishes, etc, are to be hidden from view from the street.

13. Lot Grading & Drainage. Each Homebuilder shall be responsible to grade their lots in such a manner that storm water drainage is directed away from the home and toward streets or their designated drainage easements and in no case will lots be graded to direct storm water runoff on to neighboring lots.

14. Easements. Easement 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.

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 violations and to recover any damages suffered by any lot owner.

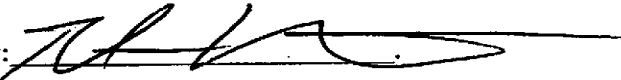
17. Acceptance of Restrictions. All purchasers of lots in the Subdivision shall, by entering into contracts to purchase and accepting deeds for such lots, be conclusively deemed to have consented and agreed to all restriction, conditions, terms agreements, and covenants herein contained.

18. Invalidity. Invalidation of any of the covenants herein contained, in whole or in part, by judgement or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

19. Water Table Elevations. A buyer of any lot in Mt. West Meadows Phase I assumes all or the responsibility as to the depth in which they put their footings and foundation and holds the developers and Plain City, City harmless from any damages that may come due to high ground water. All lots in phase I have an "R" restriction designation requiring that the finished floor elevation of all homes within this phase shall be no deeper than the existing top back of curb fronting each lot. Excepting lots 25-36 which can have finished floor elevations not exceeding 18" below top back of curb.

IN WITNESS WHEREOF, the undersigned has executed this document on this 12 day of DECEMBER, 2006.

Valeo Management Corporation

By: 

IN THE STATE OF UTAH)

:ss

COUNTY OF WEBER)

On the 12 day of DECEMBER, 2006 the people named above personally appeared before me, who under oath acknowledged to me that they are the owners of Mt. West Meadows Subdivision Phase I and that they executed the above instrument for and in behalf of said subdivision Phase I..


NOTARY PUBLIC

My Commission Expires:

