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DECLARATION OF PROTECTIVE COVENANTS,
 CONDITIONS, RESTRICTIONS AND EASEMENTS
 AFFECTING PROPERTY OF
 PLEASANT VALLEY WEST SUBDIVISION PHASE 4
 WASHINGTON TERRACE CITY, WEBER COUNTY, STATE OF UTAH

THIS DECLARATION is made by JCEC LLC., hereinafter referred to as
 "Declarant".

WITNESSETH:

Whereas, Declarant (hereinafter defined) is the legal and beneficial owner of the real property hereinafter referred to as the "Subdivision" (hereinafter defined) and specifically described in Article I of this Declaration; and

Whereas, Declarant wishes to subdivide the real property described in Article I hereof into lots (hereinafter defined) for the construction of private single - family dwellings; and

Whereas, Declarant wishes to subject the Subdivision to the effect of certain covenants, conditions, restrictions and easements, hereinafter referred to as the "Covenants", set forth in this Declaration; and

Whereas, said Covenants are intended to impose upon the Subdivision mutually beneficial covenants, conditions and restrictions, to create mutual and equitable servitudes upon each and every lot within the Subdivision in favor of every other lot within the Subdivision, to create reciprocal rights and obligations between the respective owners of all such lots, and to operate as covenants running with the land for the benefit of all other lots within the Subdivision;

Therefore, the Declarant does hereby subject the real property described in Article I to the effect and operation of these Covenants. These Covenants are for the purpose of protecting

E# 2608876 PG 1 OF 17
 ERNEST D. ROWLEY, WEBER COUNTY RECORDER
 04-Dec-12 11:40 AM FEE \$46.00 DEP SC
 REC FOR: MOUNTAIN VIEW TITLE - OGDEN
 ELECTRONICALLY RECORDED

These Covenants shall be binding upon all parties having any right, title or interest in the Subdivision, their heirs, successors and assigns. The Subdivision shall be held, sold, conveyed, leased, occupied, resided upon, hypothecated and mortgaged subject to these Covenants.

ARTICLE I

PROPERTY DESCRIPTION

The real property referred to above and hereinafter (the Subdivision) is located in Washington Terrace City, Weber County, State of Utah, and is more particularly described as follows:

PLEASANT VALLEY WEST SUBDIVISION PHASE 4

WASHINGTON TERRACE CITY, WEBER COUNTY, STATE OF UTAH

ARTICLE II

DEFINITIONS

When used herein and not otherwise distinctly expressed or manifestly incompatible with the intent thereof, the terms:

- (a) "Declarant" shall mean and refer to JCEC LLC., a Utah corporation, and its successors and assigns to whom the special rights, reservations, interests, exemptions, privileges and powers of the Declarant are specifically assigned or transferred in writing.
- (b) "Lot" or "lot" shall mean and refer to any plot of land (with the exception of dedicated streets or common areas), regardless of size, whether vacant or improved, shown upon any recorded subdivision plat of the Subdivision.
- (c) "Owner" shall mean and refer to the record owner or contract purchaser, whether one or more persons or entities, of a fee simple title to any lot, but excluding those having an interest merely as security for the performance of an obligation.
- (d) "Subdivision" shall mean and refer to the real property described in Article I hereof.

ARTICLE III**ARCHITECTURAL CONTROL COMMITTEE**

1. Membership. The initial Architectural Control Committee is composed of Tyler M. Nielson and Shannon B. Nielson. A majority of the Committee may designate a representative to act for it. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to these Covenants, The Committee shall be composed of at least three (2) members at all times. In the event of death or resignation of any member of the Committee, the remaining member or members of the Committee shall have full authority to select a successor or successors.

2. Term. The initial Architectural Control Committee shall remain in existence until such time as all of the lots within the Subdivision have been sold by the Declarant, 70% of the lots are improved by single family dwellings, or administration of the Architectural Control Committee is undertaken by lot owners, whichever first occurs. Administration of the Architectural Control Committee may be undertaken by lot owners at any time after 80% of the lots are either sold by the Declarant or improved by single family dwellings. At such time a majority of the then record lot owners shall have the power, through a duly recorded written instrument, to change the

membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties.

3. Function. The functions of said Committee shall be to pass upon, approve, or reject any plans or specifications for structures to be erected within the Subdivision, so that all structures conform to the restrictions and general plans of the Declarant for the improvement and development of the Subdivision. Nothing in this paragraph shall be construed as authorizing or empowering the Committee to change or waive any restriction(s) set forth in this Declaration, except as herein specifically provided. Any authorization, approval, or disapproval made by the Committee shall be in writing.

No building shall be placed or altered on any lot until the construction plans, plot plan, elevation plan and specifications of the proposed structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation. No fence or wall shall be erected, placed or altered on any lot, unless similarly approved.

4. Architectural Control Committee Discretion. The Architectural Control Committee reserves the right to be "subjective" in approving or disapproving plans or specifications for structures to be erected within the Subdivision in order to enhance and protect the value, desirability and attractiveness of the lots. It is contemplated by this Declaration, and agreed to by all lot owners, that variations and adjustments may be required by the Committee before approving plans and specifications. The process of approval by the Committee will be subjective, but not

arbitrary, in determining whether plans or specifications are in substantial conformity with this Declaration.

5. Procedure. The Committee's approval or disapproval, as required in this Declaration shall be in writing. In the event the Committee or its designated representative shall fail to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completions thereof, and with regard to those plans actually submitted, approval will not be required, and the related covenants shall be deemed to have been fully complied with.

6. Enforcement. Enforcement shall be affected by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either by restraining the violation or recovery of damages. Either the Architectural Control Committee or any property owner affected by any violation of these Covenants is hereby authorized and empowered to bring such action. The Architectural Control Committee has no affirmative obligation to enforce these Covenants or to restrain a violation thereof.

7. Waiver. Failure of the Architectural Control Committee to enforce any of the covenants of this instrument shall in no event be deemed a waiver of the right to do so thereafter as to the same violation or as to one occurring prior or subsequent thereto. The approval by the Architectural Control Committee of any plans, drawings or specifications for any work done or proposed or in connection with any other matter requiring the approval of the Committee, shall not be deemed to constitute a waiver of any right to withhold approval as to any similar plan, drawing, specification or matter subsequently submitted for approval.

8. Liability. Neither the Architectural Control Committee nor any member thereof, shall be liable to any lot owner, or to any other party, for any damage, loss or prejudice suffered or claimed on account of (a) the approval or disapproval of any plans, drawings or specifications, whether or not defective, (b) the failure to enforce these covenants or to restrain a violation thereof, (c) the failure to ensure that all elements of the design and construction comply with these Covenants, (d) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications, or (e) otherwise carrying out the duties or exercising the powers of the Architectural Control Committee.

ARTICLE IV

BUILDING RESTRICTIONS

1. Land Use and Building Type. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling. Lots shall be used only for private residential purposes. No prefabricated home or structure of any kind shall be moved upon a lot. No detached garages shall be permitted, unless expressly approved by the Architectural Contract Committee and such approval is warranted by the lot size and topography. No building shall remain incomplete for a period of time in excess of one year form the date the building was started, unless expressly permitted by the Architectural Control Committee. No plan shall be built more then once in the Subdivision without special approval of the Architectural Control Committee.

2. Architectural Control. No building shall be placed or altered on any lot until the construction plans, plot plan, elevation plan and specifications of the proposed structure have been approved by the Architectural Control Committee as to quality of workmanship and materials,

harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation. No fence, wall or outbuilding shall be erected, placed or altered on any lot, unless similarly approved. All plans must be prepared by a licensed architect and approved by a licensed structural engineer unless approved otherwise by Architectural Control Committee.

3. Licensed General Contractor*. Unless the Architectural Control Committee gives a written waiver, no building shall be erected, altered or placed on any lot except by a licensed building contractor duly qualified and licensed by the appropriate governmental authorities.

4. Dwelling Quality and Size. The building size and building materials shall be restricted as follows:

- (a) In a one-story home, which is, one story above the curb level, the floor area, exclusive of porches, garages, patios, and basement, shall not be less than 1,850 square feet.
- b) In a two-story home, which is two stories above the curb level, the total floor area shall not be less than 2,000 square feet, exclusive of porches, garages, patios and basement.
- c) No home or dwelling shall exceed two stories above the curb level,
- d) All exterior materials and colors shall be approved by the Architectural Control Committee prior to commencement of construction.
- e) Aluminum, steel and vinyl siding shall be allowed in soffit and fascia areas only. All fascia must be a minimum of 10" in height.
- f) No building shall be erected or placed on any lot with less than the following percentages of brick or stone: FRONT, 60%; SIDES, 40%; REAR, 30%. However, the Architectural

"Hardee Board" covering 60% overall.

- g) Roofing materials shall be cedar shake, tile or architectural grade asphalt shingles with a minimum of a 40-year warranty and with a built-up type finish on all roof ridges. All roofing materials and color shall be approved by the Architectural Control Committee. The roof pitch shall be no less than **9 TO 12**.
- h) All dwellings shall be located on the lot so as to comply with applicable zoning ordinances and in conformity with the setback lines established by such ordinances.
- i) The minimum square footage cited in this paragraph can be waived if prior written approval of the Architectural Control Committee is obtained and the lot size and topography justify the waiver.
- j) No more than 3 feet of foundation wall shall be exposed above final grade. All exposed foundation shall have a plaster finish.
- k) All fireplace vents shall be enclosed in a chimney chase except those ending in a "B" vent.
- l) All columns, exposed supports, pillars, post or similar supporting members shall be a minimum of 8" square and terminate at its base in a brick, or stone structure, no less than 18" square and a minimum of 4' in height.
- m) White fencing, whether of wood, vinyl or metal shall not be allowed. All fencing must be approved by the Architectural Control Committee.

ARTICLE V**USE RESTRICTIONS**

1. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may obstruct the flow of water through drainage channels within the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the lot owner, except for those improvements for which a public authority or utility company is responsible.
2. Nuisances. No noxious, illegal, or offensive use of property shall be carried on any lot, nor shall anything be done thereon that may be, or become, an annoyance or nuisance to the neighborhood. No grantee or grantees, under any conveyance, nor purchasers, shall at any time conduct or permit to be conducted on any residential lot any trade or business of any description, including day schools or nurseries, nor shall such premises be used for any other purpose whatsoever except for the purpose of providing a private, single-family dwelling or residence,
3. Garbage and Refuse Disposal. No lot shall be used or permitted to be used as a storage site or dumping place for rubbish, trash, vegetation clippings or other waste. Any containers or equipment commonly used for storage and disposal of garbage shall be kept in a clean and sanitary condition. Each lot and its abutting street shall be kept free of trash, weeds and refuse by the property owner at the owner's expense.

4. Audio and Visual Equipment. No audio or visual equipment, such as television or radio antennas, will be permitted or placed on any structure where they are in view of the public. No satellite receiving dishes will be allowed on front or side yards and must be hidden from view from the street.

5. Signs. No signs of any kind shall be displayed to the public view on any lot except to advertise the property for sale, or by the builder during construction to advertise the construction site and identify the builder.

6. Recreational Vehicles. No recreational vehicles, such as boats, mobile homes, snowmobiles, trailers of any kind, motorcycles or related equipment, shall be parked or stored on any lot or street for more than forty-eight (48) hours in any seven (7) day period, unless stored inside a garage, or related structure approved by the Architectural Control Committee and out of public view. Recreational Vehicles will need to be stored within the front building setback and screened if left uncovered.

7. Automobiles and Light Trucks. No automobile or light truck shall be parked or stored on any lot or street unless they are in running condition, properly licensed and are being regularly used.

8. Prohibited Vehicles. No commercial vehicles, school buses, trucks with more than six (6) tires and trucks heavier than one ton, shall be parked or stored on any lot or street, except during the initial construction period or temporarily during deliveries or repairs.

9. Pets and Animals. No animals, livestock, poultry or fowl shall be kept on any lot; nor shall such be raised, breed or otherwise maintained for any commercial purpose. Only

domestic household pets, such as dogs or cats, not to exceed two (2) in number, maybe kept, located of maintained on any lot.

10. Landscaping. Within one year after final inspection for occupancy, the front and side yards shall be planted in lawn or other acceptable landscaping so as not to negatively impact the aesthetics of the Subdivision. "Acceptable landscaping" and "lawn" shall be defined by the majority of the lot owners in the Subdivision. Trees, lawns, shrubs or other plantings shall be properly nurtured and maintained or replaced at the lot owner's expense.

11. Mail Boxes. All mailbox structures shall be of a design and of materials, similar to those used on the home. Rock or brick matching that of the home will be required.

12. Fences. No fence or similar structure shall be erected in any required front yard of a dwelling to a height in excess of three and one-half feet; nor shall any fence or similar structure be erected in any side or rear yard to a height in excess of six feet. Any fence or other similar structure erected on a corner lot shall not exceed three and one-half feet in height when it borders a street or front yard of an adjoining lot. All fences require a city building permit and approval from the Architectural Control Committee. **.NO WHITE COLORED FENCING WILL BE ALLOWED.**

13. Water Discharge. Lot owners shall not permit irrigation water, or water from the roof or eaves of any house, building or other structure or from any source under the control of such person, to be discharged and spread upon the surface of any sidewalk, street or adjoining lot,

14. Setback Areas. No pads used for the storage of automobiles, light trucks or other property, either temporarily or permanently, shall be constructed within the side, front or back

buildings, vehicles and/or hard surfaces such as asphalt, concrete or packed surfaces.

15. Noise. Radios, televisions, telephones, stereos, tape players, record players, disc players, horns, bells and other audio equipment shall not be operated within the Subdivision in an unreasonably loud manner.

16. Air Conditioning and Ventilating Equipment. Window-mounted air conditioning units or evaporative coolers shall not be allowed.

17. Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street property lines extended. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

18. Slope and Drainage Control. No structure, planting or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of flow of drainage channels or obstruct or retard the flow of water through drainage channels. The slope control areas of each lot and all improvements in them shall be maintained continuously by the lot owner, except for those improvements for which a public authority or utility company is responsible.

19. Outbuildings. All outbuildings shall be placed or constructed behind the extended rear line of the dwelling. All outbuildings must be approved by the Architectural

Control Committee and must be constructed of materials and with exterior designs in harmony with the dwelling.

20. RETAINING WALLS. All retaining walls shall be constructed out of natural stone boulders, no concrete walls shall be allowed unless they have an astetically approved pattern or covering approved by the Architectural Control Committee in writing.

ARTICLE VI**GENERAL PROVISIONS**

1. Remedies for Violations/Enforcement. The Declarant, the Architectural Control Committees and the lot owners, or any of them severally, shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any of the covenants, conditions or restrictions contained herein. The Declarant or the Architectural Control Committee expressly reserve, in case of any violation of any of the conditions or upon a breach of the Covenants, the right to enter the lot upon which the condition or violation may exist, and summarily abate or remove the condition or violation that may exist or be thereon contrary to the intent and meaning of the provisions hereof. Neither the Declarant nor the Architectural Control Committee shall, by reason thereof, be deemed guilty of any manner of trespass for said entrance, abatement or removal. Any such abatement or removal shall be at the cost and expense of the owner of the lot upon which such condition or violation exists. The failure promptly to enforce any of the covenants, conditions or restrictions contained herein shall not be deemed a waiver of the right to do so thereafter as to the same violations or as to one occurring prior or subsequent thereto.

The rights granted or retained herein to enforce these Covenants shall be cumulative and are not intended to exclude any other remedies which may be available to any person in law or in equity.

2. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved, as shown on the recorded plats of the Subdivision. No structure, planting or other material shall be placed or permitted to remain in such a way as to damage or interfere with the installation and/or maintenance of easements for utilities and drainage facilities.

3. Binding Effect/Term. These Covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of thirty (30) years from the date these Covenants are recorded, after which time, said Covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said Covenants in whole or in part. At any time prior to the end of the first thirty year period, seventy-five percent (80%) of all lot owners may agree to alter, amend, abolish or otherwise change these Covenants, by doing so in writing and filing the same with the county recorder's office.

4. Re-Subdivision. None of the lots may be re-subdivided, unless approved in writing by the Architectural Control Committee.

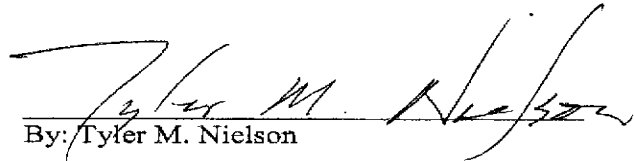
5. Severability. It is expressly agreed that in the event any covenant, condition or restriction herein contained or any portion thereof is held invalid or void by a court of competent jurisdiction, such invalidity or voidance shall in no way affect any valid covenant, condition or restriction and such void or invalid term shall be severed from this document and the remainder shall remain in full force and effect.

6. Acceptance of Restrictions. All purchasers of real property described in Article I shall, by acceptance of delivery of any deed, or by purchasing under a contract, or by acquiring any interest in any lot within the Subdivision, or any portion thereof, be conclusively deemed to have consented and agreed to all restrictions, conditions, covenants and agreements set forth herein.

7. Accepted Declarant Activities. Nothing in this Declaration shall prevent Declarant, Declarant's transferee or the employees, contractors, or sub-contractors of Declarant or Declarant's transferee from doing on any part or parts of the Subdivision whatever they determine may be reasonably necessary or advisable in connection with the development of the Subdivision, including, but not limited to, construction and maintenance of such structures, including model homes, as may be reasonably necessary for the completion of the development of the Subdivision; conducting the business of establishing the subdivision as a residential community by the sale of lots; and the maintaining of such signs on any of the lots owned or controlled by the Declarant or the Declarant's transferee as may be reasonably necessary. As used in this paragraph, the words "Declarant's transferee" specifically exclude individual purchases of improved lots.

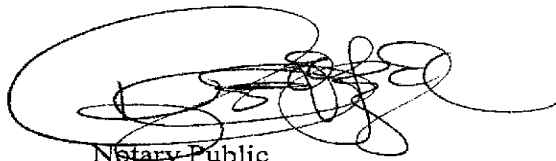
IN WITNESS WHEREOF, the Declarant has caused these presents to be signed, sealed and delivered as of this 30th day of NOVEMBER, 2012

JCEC LLC.


By: Tyler M. Nielson

STATE OF UTAH)
)
:SS
COUNTY OF WEBER)

On the 30 day of Nov. 2012 personally appeared before me Tyler M. Nielson, who being duly sworn, did say that he is Managing Member of JCEC LLC. and that the within and foregoing instrument was signed in behalf of said corporation by authority of its Bylaws, and the said Tyler M. Nielson duly acknowledged before me that the said corporation executed the same.



Notary Public
Residing at Ogden, Utah

My commission Expires: 10/7/14

