

E 2687950 B 5609 P 160-164
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
09/19/2012 11:49 AM
FEE \$24.00 Pgs: 5
DEP RT REC'D FOR GMW DEVELOPMENT I
NC

WHEN RECORDED RETURN TO:
GMW Development Inc.
1572 N. Woodland Park Drive, Suite 505
Layton, Utah 84041

RETURNED
SEP 19 2012

11-701-0203 thru 0209

**DECLARATION OF PROTECTIVE COVENANTS,
AGREEMENTS, RESTRICTIONS AND CONDITIONS
AFFECTING THE REAL PROPERTY KNOWN AS
MOUNTAIN SPLENDOR SUBDIVISION PHASE 2**

PART A. PREAMBLE

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned being the owner of the following described real property located in the City of Fruit Heights, Davis County, State of Utah, to wit:

Lots 203 to 209, inclusive, Mountain Splendor Subdivision Phase 2, according to the plat thereof, as recorded in the office of the County Recorder of said County, do hereby establish the nature of the use and enjoyment of all lots in said subdivision and do declare that the conveyances of said lots shall be made subject to the following conditions, restrictions and stipulations:

PART B. RESIDENTIAL AREA COVENANTS

B-1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height and private garages for not more than three vehicles. All structures to contain no less than a two-car enclosed garage and not more than a three-car enclosed garage. All construction to be of new material, except that used brick may be used with the prior written approval of the Architectural Control Committee. Said premises shall be used for private residence purposes only, except as hereinafter set forth and no structure of any kind shall be moved from any other prior residence upon said premises, nor shall any incomplete building be permitted to remain incomplete for a period in excess of one year from date the building was started unless approved by the Architectural Control Committee.

B-2. ARCHITECTURAL CONTROL. No building shall be erected, place or altered on any lot until the construction plans and specifications and a plan showing the location of the structure quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the front building setback line unless similarly approved. Approval shall be as provided in Part C.

B-3. DWELLING COST, QUALITY AND SIZE. The ground square area of the main structure exclusive of garage and any one story porches shall not be less than 1,800 square feet. If four feet or more of foundation is above finished grade, then the basement becomes a story. For the purposes of these covenants, the basement area shall in no event

be considered a story. No dwelling or garage shall be constructed or reconstructed with a flat roof. All roofs shall have a minimum of a 4-12 pitch. All roofs shall be of architectural-quality asphalt composition shingles (minimum of 300 pounds per square), sawn cedar shingles, or hand-split cedar shake.

Dwelling front exteriors shall be at least 40% brick or stone veneer. The balance of the exterior shall be of high-quality stucco, Hardi Board or other materials as specifically approved by the Architectural Control Committee.

No dwelling shall be permitted on any lot with a value less than \$320,000.00 based upon value levels prevailing on the date these covenants are recorded.

It is the purpose of this covenant to assure that all dwelling shall be of a quality of workmanship and materials substantially the same as or better than that which can be produced at the date that these covenants are recorded. All structures to contain not less than a two-car enclosed garage and not more than a three-car enclosed garage.

B-4. BUILDING LOCATION

A. No building shall be located on any lot nearer than 25 feet to the front lot line, nearer than 20 feet to any side street lot line;

B. No dwelling shall be located nearer than 10 feet to any interior lot line on the garage side of the lot. No dwelling shall be located nearer than 8 feet to any adjoining dwelling. No dwelling shall be located on any interior lot line nearer than 25 feet to the rear lot line. Unless a written exception is granted by the Architectural Control Committee where unusual circumstances exist, side yards, rear yard and set-back lines as defined by the buildable area on the recorded subdivision plat shall apply to all homes built. Detached garages or other permitted accessory buildings may be located ten feet or more from the rear lot line, so long as such buildings do not encroach upon any easement.

C. For the purpose of this covenant, coves, steps, and open porches shall not be considered as a part of a building, provided, however that this shall not be construed to permit any portion of any building on a lot to encroach upon another lot.

B-5. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 80 feet at the front building setback line or shall any dwelling be erected or placed on any lot having an area of less than 10,000 square feet, except that a dwelling may be erected or placed on all corner and cul-de-sac lots as shown on the recorded plat, provided that the above yard clearances are maintained.

B-6. RESTRICTED PUBLIC UTILITY AND DRAINAGE EASEMENTS.

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 10 feet of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with their installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by

the owner of the lot, except for those improvements for which a public authority or utility company is responsible. No grading or modification of the existing terrain shall be allowed in the restrictive public utility easement.

B-7. NUISANCE. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become any annoyance or nuisance to the neighborhood. No clothes drying or storage of any articles which are unsightly in the opinion of the Architectural Control committee will be permitted unless in enclosed areas designed for such purposes. No automobiles, trailers, boats or other vehicles are to be stored on streets or front or side lots.

B-8. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out buildings shall be used on any lot at any time as a residence either temporarily or permanently. No Mobile Homes are permitted.

B-9. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than two square feet, one sign of not more than five square feet advertising the property for sale or rent, except signs used by the developer to advertise the property during the construction and sales period may be as large as deemed appropriate by the developer.

B-10. LIVESTOCK AND POULTRY. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose and are restricted to the owner's premises or on leash under handler's control.

B-11. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All other incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Each lot and its abutting street are to be kept free of trash, weeds and its other refuse by the lot owner. No unsightly materials or other objects are to be stored on any lot in view of the general public.

B-12. 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 lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply on a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

B-13. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or

in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

B-14. 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 or 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 owner of the lot, except for those improvements for which a public authority or utility company is responsible. It shall be the responsibility of the owner to see that his lot conforms with and continues to conform to any established grading and drainage plan that has previously been designed by the developer.

B-15. ROOFTOP ANTENNAS. No television, ham radio, citizens band or radio antenna or other similar electronic receiving or sending devices shall be permitted upon the rooftop or side of any home or elsewhere if exposed to the view from any other lot unless approved by the Architectural Control Committee. In no case will any such receiving or sending antenna or other device be allowed to interfere with the peace and quiet enjoyment of any neighboring lot owner's premises or home entertainment facilities or equipment.

PART C. ARCHITECTURAL CONTROL COMMITTEE

C-1. MEMBERSHIP. The Architectural Control Committee is composed of Gary M. Wright, 484 Hampton Court Lane, Fruit Heights, Utah; Denise Wright, 484 Hampton Court, Fruit Heights, Utah; and Spencer Wright 1203 Bella Vista Drive, Fruit Heights, Utah. A Majority of the committee may designate a representative to act for it. In the even of death or resignation of any member of the committee, the remaining member of the committee, or its designated representative, shall be authorized to appoint a successor to each member. No member of the committee, or its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots 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.

C-2. PROCEDURE. The Committee's approval or disapproval as required in these covenants shall be in writing. The lot owner must submit two sets of formal plans, specifications, and site plans to the Committee before the review process can commence. In the even the Committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

PART D. GENERAL PROVISIONS

D-1. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of forty years from the date these

covenants are recorded, after which said covenants shall automatically be extended for successive periods of ten 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.

D-2. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. Public entities and/or utility companies may bring the actions contemplated there in if any owner violates Sections B-6 and or B-14 of these covenants. In addition, public entities may enforce, against the violation of any covenants contained herein if said violation is also a violation for the public entities' rules, regulations and/or ordinances.

D-3. SEVERABILITY. Invalidations of any one of these covenants by judgment or court order shall in no wise affect any of the above provisions which shall remain in full force and effect.

D-4. AMENDMENT. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them 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. The covenants contained in Sections b-6 and B-14 may not be amended without first obtaining the written consent of the public entity or utility company affected by said amendment.

GMW DEVELOPMENT, INC.

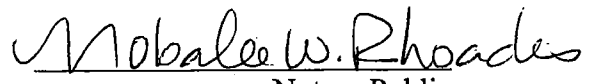


Gary M. Wright
President

ATTEST:

STATE OF UTAH
COUNTY OF DAVIS

On the 18 day of Sept., 2012, personally appeared before me Gary M. Wright, who being by me duly sworn did say that he is President of GMW Development, Inc., a Utah Corporation and that said covenants were signed in behalf of said corporation by authority of a resolution of said corporation by said Gary M. Wright for the purposes herein set forth.


Notary Public
Residing in: Layton, Ut.

My Commission Expires: 8-4-14

