



W2694453

WHEN RECORDER MAIL TO:
Mountain View Title & Escrow
5732 S 1475 E Suite 100
Ogden UT 84403

E# 2694453 PG 1 OF 6
ERNEST D ROWLEY, WEBER COUNTY RECORDER
16-Jul-14 0822 AM FEE \$72.00 DEP TT
REC FOR: MOUNTAIN VIEW TITLE - OGDEN
ELECTRONICALLY RECORDED

11-401-0001 Thru
11-401-0053
SPD

DECLARATION OF BUILDING AND USE RESTRICTIONS
PROTECTIVE COVENANTS
PLUSHNEST SUBDIVISION

Part A. Preamble

Know All Men By These Presents:

That whereas, The Undersigned, being the owner of the following described real property located in Weber County, State of Utah, to-wit:

Lots 1R thru 53R, Plushnest Subdivision, Harrisville City, Weber County, Utah, according to the official plat thereof.

Do hereby establish the nature if the use and enjoyment of all lots said subdivision and do declare that all conveyances of said lots shall be made subject to the following conditions, restrictions and stipulations:

Part B. Residential Area Covenants

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 above ground stories in height and private garages for not more than four vehicles. All construction to be of new materials, except that used brick may be used with prior written approval of the Architectural Control Committee. No pre-manufactured houses will be allowed. Sheds and detached garages will be allowed, provided such structures will be constructed of the same materials and have the same appearance as the residence constructed on said lot and shall be located on the rear of the lot. Any shed, detached garage, or other structure shall have prior written approval of the Architectural Control Committee as to design, size, construction materials and site location on the lot.
2. **Architectural Control.** No building shall be erected, placed or altered on any lot until the construction plans and specifications, and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external 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.

3. **Dwelling Cost, Quality and Size.** It is the intention and purpose of these covenants to insure that all dwellings within the real property shall be of high quality workmanship and materials. Each home is to be built as to enhance the value of other homes in the subdivision. All dwellings shall be of a "stick built" construction type. Mobile homes, manufactured homes and modular homes are prohibited. The size and quality of the dwelling in the real property shall be as follows:
- Single Story Dwellings:** Single story dwellings shall have a ground floor area, exclusive of open porches, garages and basements, of not less than 1300 square feet. Single story dwellings between 1300 square feet and 1450 square feet must have a 3 car garage. Dwellings over 1450 square feet are only required to have a 2 car garage.
- Two Story Dwellings:** Two story dwellings shall have a living area on the ground floor or above, exclusive of open porches, garages and basements of not less than 1800 square feet.
- Exterior finish:** Exterior finish shall be of brick, native stone, cultured stone, stucco, masonry plank siding. All homes shall have brick or stone on at least 40.00% of the front of the home. Vinyl siding may be used on the sides and rear of dwelling but not on the front of the dwelling.
- Minimum setback:** No building or structure shall be located on any lot nearer to the street than minimum city requirements.
- Roofing:** All roofing must be cedar shakes or architectural asphalt shingles unless otherwise approved in writing by the Architectural Control Committee. No roof covering of a metal substance shall be allowed unless an exception is granted by the Architectural Control committee and then only if the metal roof covering is textured to such a degree as to have the appearance of shingles or tiles. All roofs on any home or other structure shall have a minimum pitch of 6X12.
- Mailboxes:** Mailboxes located in the subdivision shall comply with all city ordinances and U.S. Postal Services rules and regulations. Mailboxes shall be constructed of brick or rock and shall be subject to design and site locations approved by the Architectural Control Committee.
4. **Building Location.** Location of buildings are to comply with building code and ordinances of Harrisville City, Weber County, Utah.
5. **Easement.** 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 the installation and maintenance of utilities, or which may change the direction of 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 for which a public authority or utility company is responsible.
6. **Contractor Constructed Homes:** All homes shall be built by a licensed contractor, licensed and authorized to do business in the State of Utah.
7. **Nuisances.** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an 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 purpose. No automobiles, trailers, boats, or other vehicles are to be stored on streets or front or side unless they are in running condition, properly licensed and are being regularly used.
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.

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 one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
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 care.
11. **Garbage And Refuse Disposal.** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All 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 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.
12. **Fences, Sight Distance at Intersection.** 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 case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on all driveways. 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 sight lines. No fence, wall or other similar structure shall be constructed or placed on any lot nearer the street than the front of the house line, nor shall any fence, wall or similar construction be constructed to a height greater than 6 feet. Allowable fencing materials are: wood, vinyl, brick, block or chain link, or as approved by the Architectural Control Committee.
13. **Oil and Mining Operations.** No oil drilling, oil development 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 gas shall be erected, maintained, or permitted upon any lot.
14. **Landscaping.** Trees, lawns, shrubs, or other plantings provided by the developer shall be properly nurtured and maintained or replaced at the property owner's expense upon request of the Architectural Control Committee. Landscaping must be completed within 12 months of occupancy. Exterior lighting shall be done in a manner which is consistent with the codes of **Harrisville City, Weber County, Utah** and in a manner which not to be obnoxious to neighboring lot owners dwellings.
15. **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. 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.
16. **Storm Water:** The construction of each dwelling or other structure, landscaping or other improvement shall be in full compliance with all now or hereinafter effective federal, state and local laws, rules and regulations regarding storm water pollution. Lot owners shall be fully and finally responsible for, (i) being aware of all terms, conditions and stipulations of storm water laws, (ii) causing their contractors, subcontractors, material men, suppliers, laborers and any other appropriate persons and entities to become knowledgeable of the terms, conditions and stipulations of storm water laws, (iii) strictly complying with and causing all parties associated with the construction of the single family dwelling, any out buildings and landscaping to be in compliance with any and all rules, regulations, stipulations and by laws associated with all storm water laws which are in effect during the

course of construction of said items and thereafter. Purchaser understands that the rules, regulations, stipulations and bylaws are subject to change and may change a number of times during the construction of the dwelling, out buildings and landscaping and the occupation of the property after the construction is completed. Purchaser is responsible for the continued education in these matters and is solely responsible for any fees, fines or restrictions imposed upon the same due to the acts of the purchaser, its contractor, sub-contractor, material men, suppliers or laborers. Purchaser is strongly urged to contact the Utah Department of Environmental Quality, Division of Water Quality or any successor agency or authority, (collectively DEQ) for information regarding rules, regulations and stipulations associated with Storm Water laws and the payment of any fees required by DEQ, if any.

17. **No Rentals:** No basement apartments or other portions of the dwelling may be used or leased for rentals, apartments or other such uses to any other person or entity while be occupied by the owner of the property as their primary dwelling.
18. **Water table elevations:** The purchaser of any lot or lots within said subdivision assumes all of the responsibility as to the depth in which they place the footings and foundations of the home located on the particular lot. Purchaser understands that the designation of "R" in each lot legal description means that the basements are restricted to a maximum depth of 24 inches below the top back of curb elevation, unless an exemption is granted by **Harrisville City Corporation** in writing.
19. **Parking of Vehicles, ATV's, Motorcycles, Snowmobiles:** Unless enclosed in an attached garage or detached garage, recreational vehicles, including but not limited to motorcycles, boats, snowmobiles, sand rails shall only be parked on paved driveways, behind a fence, wall or other structure so as to conceal the same from view from the street or sidewalk in front of the individual dwelling constructed on any lot within said subdivision.
20. **Condition upon transfer of title:** Upon transfer of title to the respective purchaser of a lot or lots within the subdivision it is understood and agreed that the purchaser is responsible to do its due diligence to insure that the sewer, water, secondary water, gas, electric, telephone, curb, gutter, sidewalks and grading are installed in a manner and condition to facilitate, accommodate and be in accordance with the proposed building plans and specifications of the purchaser of the lot or lots within subdivision.

Part C. ARCHITECTURAL CONTROL COMMITTEE

1. **Membership.** The committee shall be composed of the following individuals. Any decision, authorization, approval or rejection requires the majority of the committee members. In the event of death or resignation of any member of the committee, the remaining members of the committee shall have full authority to select a successor. None of the members of the committee shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the 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.

The Architectural Control Committee is composed of:

Jed J. McCormick
Melvin S. Peterson
Lori A. Hickman

2. **Procedure.** The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative fails to approve or disapprove within 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 completion thereof, approval will not be required, and the related covenants shall be deemed to have been fully complied with.

Part D. GENERAL PROVISIONS

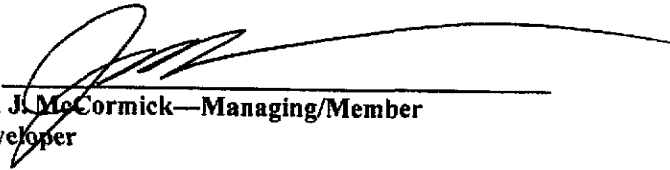
1. **Term.** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of forty years from the date these covenants are recorded, after which time, said covenants shall be automatically extended for successive periods of ten years unless 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.
2. **Enforcement.** Enforcement shall be by proceedings at law or in equity against any persons violating or attempting to violate any covenant either to restrain violation or to recover damages including legal fees.
3. **Severability.** Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

The terms, conditions and stipulations of this agreement have been composed and compiled by REBOOT, LLC, a Utah Limited Liability Company as the Developer of Plushnest Subdivision. Title to the lots at the time of the execution of this document are vested in the name of Mountain View Title & Escrow, Inc. as Trustee for REBOOT, LLC, a Utah Limited Liability Company Under Agreement dated April 17, 2014. Trustee is executing this agreement as the holder of the fee title to the property and is released from any and all liability for any term, condition, representation or warranty made herein. Any and all conditions, stipulations, warrants or representations made herein as the Developer are made by REBOOT, LLC, a Utah Limited Liability Company are are exclusive to the same.

Dated this the 15th day of July 2014.

Read and approved:

REBOOT, LLC, a Utah Limited
Liability Company

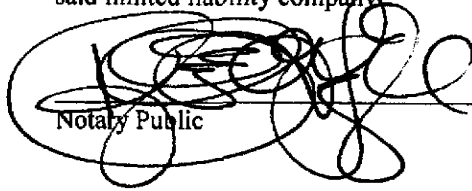
By: 
Jed J. McCormick—Managing/Member
Developer

Mountain View Title & Escrow, Inc. as Trustee for
REBOOT, LLC, a Utah Limited Liability Company
Under Agreement dated April 17, 2014

By: 
Michael L. Hendry—President

State of Utah
County of Weber

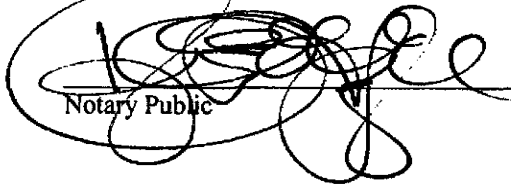
On this the 15th day of July 2014, personally appeared before me, **Jed J. McCormick** as **Managing/Member of REBOOT, LC, a Utah Limited Liability Company**, who duly acknowledged to me that he executed this document in the capacity stated and in accordance with the operating agreement of said limited liability company.


Notary Public



State of Utah
County of Weber

On this the 15th day of July 2014, personally appeared before me, **Michael L. Hendry** as **President of Mountain View Title & Escrow, Inc.**, who duly acknowledged to me that he executed this document in the capacity stated and in accordance with a resolution passed by the board of directors of said corporation.


Notary Public

