

*Frost Security Bank*  
*To Jim Rowell*  
BOX 1203 PAGE 70  
24 50  
714291

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Microfilm  Mailed

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS AFFECTING PROPERTY OF *Utah State web*  
LAKEVIEW EQUESTRIAN PARK SUBDIVISION, WEBER COUNTY, UTAH  
JUL 11 PM 4 23

STATE OF UTAH

DEED  
BY *Donna [unclear]*  
BY *[unclear]*

THIS DECLARATION, made this 11 day of July, 1977, by LAKEVIEW ASSOCIATES, a Utah Corporation, hereinafter called "Declarants,"

WITNESSETH:

WHEREAS, Declarants are the legal and beneficial owners of real property described in Item I of this Declaration and are desirous of subjecting said real property to the restrictions, covenants, reservations, and assessments hereinafter set forth,

NOW, THEREFORE, Declarants hereby declare that the property described in and referred to in Item I hereof is held and shall be held, sold, conveyed, leased, occupied, resided upon, hypothecated and mortgaged subject to the following agreements, restrictions, conditions, covenants between themselves and the several owners and purchasers of said property and their heirs, successors, and assigns:

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THEREFORE, all of said restrictions, conditions, covenants, and agreements are made for the direct, mutual, and reciprocal benefit of each and every lot created within the property described in Item I and are intended to create mutual and equitable servitude upon each of said lots in favor of every other lot created on the aforesaid property and to create reciprocal rights and obligations between the respective owners of all of the lots so created, and to create a privity of contract and estate between the grantor and the grantees of said lots, their heirs, successors, and assigns as to each said lot, and operate as covenants running with the land for the benefit of all other lots as follows:

I. PROPERTY DESCRIPTION:

The real property, referred to above and hereinafter, is located in Weber County, State of Utah, and is more particularly described as follows, to wit:

All of LAKEVIEW EQUESTRIAN PARK SUBDIVISION, No. 2, according to the official plat, as recorded in the office of the County Recorder, Weber County, State of Utah.

SEE ATTACHED PAGE 2 FOR REMAINDER OF LEGAL DESCRIPTION.

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A part of the Southeast Quarter of Section 16, Township 5 North, Range 2 West, Salt Lake Base and Meridian, U. S. Survey: Beginning at a point on the North line of a County Road (5500 South Street) which is North 0°10' East 792.83 feet and North 89°23'52" West 860.00 feet from the Southeast corner of said Southeast Quarter Section and running thence North 89°23'52" West along the North line of said road 100.00 feet; thence North 0°36'08" East 150.00 feet; thence South 89°23'52" East 100.00 feet; thence South 0°36'08" West 150.00 feet to the point of beginning.

ALSO KNOWN AS: All of Lot 3, LAKEVIEW EQUESTRIAN PARK, in Weber County, Utah, according to the official plat thereof.

A part of the Southeast Quarter of Section 16, Township 5 North, Range 2 West, Salt Lake Base and Meridian, U. S. Survey: Beginning at a point on the North line of a County Road (5500 South Street) which is North 0°10' East 792.83 feet and North 89°23'52" West 760.00 feet from the Southeast corner of said Southeast Quarter Section and running thence North 89°23'52" West along the North line of said road 100.00 feet; thence North 0°36'08" East 150.00 feet; thence South 89°23'52" East 100.00 feet; thence South 0°36'08" West 150.00 feet to the point of beginning.

ALSO KNOWN AS: All of Lot 4, LAKEVIEW EQUESTRIAN PARK, in Weber County, Utah, according to the official plat thereof.

A part of the Southeast Quarter of Section 16, Township 5 North, Range 2 West, Salt Lake Base and Meridian, U. S. Survey: Beginning at a point on the North line of a County Road (5500 South Street) which is North 0°10' East 792.83 feet and North 89°23'52" West 660.00 feet from the Southeast corner of said Southeast Quarter Section and running thence North 89°23'52" West along the North line of said road 100.00 feet; thence North 0°36'08" East 150.00 feet; thence South 89°23'52" East 100.00 feet; thence South 0°36'08" West 150.00 feet to the point of beginning.

ALSO KNOWN AS: All of Lot 5, LAKEVIEW EQUESTRIAN PARK, in Weber County, Utah, according to the official plat thereof.

No property other than that described above shall be deemed subject to this Declaration unless and until specifically made subject thereto. The Declarants may, from time to time, subject additional real property to the conditions, restrictions, covenants, and reservations herein set forth by appropriate reference thereto.

## II. ARCHITECTURAL CONTROL COMMITTEE:

- A. **Membership:** The Architectural Control Committee is composed of Dexter and Katherine W. Horton and Corman and Lavina Geisler. 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 this covenant. The Committee shall be composed of at least four (4) members at all times and may release and appoint new members to the Committee with a majority approval.
- B. **Term:** The Committee shall remain in existence until such time as a majority of the lots in said subdivision are sold, upon which time a Property Owners Association Committee shall be formed and appointed by the then existing Architectural Control Committee.
- C. **Functions:** The functions of said Committee shall be to pass upon, approve, or reject any plans or specifications for structures to be erected on lots in said tract, so that all structures shall conform to the restrictions and general plans of the Declarants for the improvement and development of the whole tract. Nothing in this paragraph shall be construed as authorizing or empowering the Committee to change or waive any restrictions set forth in this Declaration, except as herein specifically provided. The Committee may act by any two of its members, and any authorization, approval, or power made by the Committee must be in writing or signed by at least two members.

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 design with existing structures, and as to location with respect to topography and finish grade elevation.

- D. **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 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 completion thereof, approval will not be required, and the related covenants shall be deemed to have been fully complied with.

## III. PROPERTY OWNERS ASSOCIATION COMMITTEE:

The Committee shall consist of at least five (5) property owners and shall come into existence upon a majority of the lots being sold, with initial members being appointed by the Architectural Control Committee. The Committee shall remain in existence until all lots are built upon and the covenants and restrictions herein contained are totally complied with. A majority of the Committee shall have the power to remove and appoint

new members. All covenants and restrictions are binding upon and shall be upheld by the Committee and successors. The Committee has all the powers, responsibilities, duties, and functions of the Architectural Control Committee, as contained in Item II.

#### IV. IMPROVEMENTS:

- A. Type of Structures: No building other than one single family dwelling house and any appropriate outbuildings shall be erected on any of said lots, nor shall any house constructed on said lots be used for purposes other than a dwelling house or appurtenant outhouses. Said family dwelling shall be not less than 1,200 sq. ft. on the main floor and have an attached two (2)-car garage with doors installed. All dwellings must have "hip" or "gabled" roofs with flat, graveled, or built-up roofs not permitted. Barns may be constructed, provided they comply with all zoning ordinance regulations as to size, minimum setbacks, and sideyards and are painted within one (1) year of construction. Temporary structures are not permitted.
- B. Landscaping: All family dwellings are to be landscaped in front and on sideyards within one (1) year after construction begins.

#### V. RESTRICTIONS:

The use, development, enjoyment, ownership, transfer, and hypothecation of all the lots and land within the property described in Item I shall be subject to the following restrictions:

- A. Private Residence: 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 place upon said premises, nor shall any incomplete building be permitted to remain incomplete for a period in excess of one (1) year from the date the building was started.
- B. Setbacks: No dwelling house or other structure shall be constructed or situated on any of said lots created, except in conformity with the "setback" lines, established by county zoning ordinance.
- C. 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.
- D. Pets, Animals, Etc.: No animals, other than horses, dogs, cats, and a reasonable and usual number of household pets may be kept. Animals shall not be maintained for any commercial purpose.
- E. Signs: No sign of any kind shall be displayed to the public view on any lot.
- F. Nuisances: No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

#### VI. GENERAL PROVISIONS:

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 twenty-five (25)

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.

VII. EASEMENTS:

Easements for installation and maintenance of utilities and drainage facilities are reserved, as shown on the recorded plat.

VIII. RESUBDIVISION OF SITES:

None of said lots may be resubdivided, unless approved in writing by Declarants, their successors, or assigns.

IX. SEVERABILITY:

It is expressly agreed that in the event any covenant, condition, or restriction hereinbefore contained, or any portion thereof, is held invalid or void, such invalidity or voidness shall in no way affect any valid covenant, condition, or restriction, which shall remain in full force and effect.

X. ACCEPTANCE OF RESTRICTIONS:

All purchasers of property described above shall, by acceptance of contracts or deeds for any lot or lots shown thereon, or any portion thereof, shall thereby be conclusively deemed to have consented and agreed to all restrictions, conditions, covenants, and agreements set forth.

IN WITNESS THEREOF, we have set our hands and seals this day and year first above written.

LAKEVIEW ASSOCIATES

*[Handwritten signatures]*  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF UTAH, ) ss:  
COUNTY OF WEBER)

On this 18 day of July, 1977,  
the signers of the foregoing instrument subscribed and duly acknowledged before me that they executed the same.

*[Handwritten signature]*  
\_\_\_\_\_  
Notary Public



My Commission Expires:

November 29, 1977

Residing At:

4232 College Dr  
Cedar, Utah