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DOUG CROFTS, WEBER COUNTY RECORDER
29-DEC-06 1242 PM FEE \$81.00 DEP KKA
REC FOR: U.S.TITLE

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
PINEVIEW SUMMER HOME AREA RE-SURVEY SUBDIVISION**

**THIS DECLARATION is made and executed this the 29th day of
December, 2006, by the Pineview Mountain Estates Homeowners
Association (PME) (hereinafter referred to as the Declarant).**

RECITALS

**A. Declarant is the owner of certain real property in the County of
Weber, State of Utah, which is more particularly described in Exhibit "A"
attached hereto and by this reference is made a part hereof, entitled Real
Property Description of Pineview Summer Home Area Re-Survey
Subdivision (hereafter the "Property"). With the transfer of the 84.09 acres
contained in exhibit "A", which contains the recreation sites previously
known as the Pineview Water Development Company, from the U.S. Forest
Service, Dept. of Commerce, United States of America, to the Pineview
Mountain Estates Homeowner(s) Association. This subdivision is to be
known as Pineview Summer Home Area Re-Survey Subdivision, which is a
gated Planned Residential Unit Development. The individual lots were
subdivided by the U.S. Forest Service around 1960 with minor adjustments
being made during 2006. Said plat is on file at the Weber County
recorder's office, Ogden, Utah.**

**B. The Declarant intends by recording this Declaration in the Office of
the County Recorder of Weber County, State of Utah, to submit the
Property and all improvements to be situated in or upon the Property to
the provisions of this Declaration and to impose upon said property
mutually beneficial restrictions under a general plan of improvement for
the benefit of all lots located on the Property and the Owner(s) thereof.**

**NOW THEREFORE, for the forgoing purpose, the Property described in
Exhibit "A" is and shall be held, transferred, sold, conveyed and occupied
subject to the covenants, conditions, restrictions, easements, charges and
liens hereinafter set forth.**

ARTICLE I

SUBMISSION

The Declarant, Owner of the Property described in Exhibit "A", which Exhibit is attached hereto and incorporated herein by this reference, located in Weber County, Utah, hereby submits the Property and all improvements hereafter made in or upon the Property to the provisions of this Declaration. All of said property is and shall be subject to the covenants, conditions, restrictions, uses; limitations, and obligations set forth, herein, each and all of which are declared and agreed

to be for the benefit of said Property and in furtherance of a plan of improvement of said property and division thereof into Lots; further, each and all of the provisions hereof shall be deemed to run with the Property and shall be a burden and a benefit on the Property and shall be binding upon the Declarant and any of the following persons who might apply: the Declarant's successors and assigns; any person acquiring, leasing, or owning an interest in the real property and/or improvements comprising of the Property and to their respective personal representatives, heirs, successors, and assigns.

The water well and spring system is recorded with the State of Utah, Department of Commerce, as Pineview Water Development Company as the private mutual water company of the association. Each lot owner owns one share of the company. Each new connection to the system may be charged a water connection fee or this fee may be included in the cost of the lot, if the lot is sold by the association.

ARTICLE II

ARCHITECTURAL CONTROL

1. **ARCHITECTURAL CONTROL COMMITTEE:** The Architectural Control Committee shall be composed of two members of the Board of Directors of the Pineview Mountain Estates Homeowner(s) Association and one lot owner being appointed by the Board. The terms of the Committee members shall be for a term of four (4) years or until a successor is duly elected and qualified. A majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to designate a

successor. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

2. PURPOSE OF THE ARCHITECTURAL CONTROL COMMITTEE: The Committee shall review all architectural/engineering plans for all new construction, exterior alterations, additions or changes to existing structures and/or site improvements. It is the responsibility of the lot owner to submit those plans to the Committee or the President of the Board of Directors and allow reasonable time for review and comments. The Committee shall insure that all construction meets the guidelines of these CCRs and the character of this subdivision.

3. ARCHITECTURAL CONTROL COMMITTEE PROCEDURE: The Architectural Control Committee's approval or disapproval as required in these covenants shall be in writing. Plans and specifications for any new construction, addition to an existing building, or exterior modifications, (including exterior color and material proposals), shall be submitted to the Committee in duplicate and one approved set shall be returned to the lot owner. In the event the Committee or its designated representative fails to approve or disapprove the proposed construction or action within thirty (30) days after plans and specifications have been properly submitted to it, approval will be granted and the related covenants shall be deemed to have been duly complied with. The Architectural Control Committee shall be substantially governed by the Building and Zoning Ordinances of Weber County, Utah, except where stricter but conforming provisions are deemed to be appropriate to maintain the quality and environment of the structures built on the property above described or where specific provisions of these covenants are applicable.

4. ARCHITECTURAL CONTROL: No building or structure shall be erected or altered on any Lot of the Property until the construction plans and specifications and plot plan showing the location of the proposed structure have been approved by the Architectural Control Committee as to size, height, quality, materials, harmony of design of the proposed structure to the locale, and the location of the proposed structure with respect to the topography and grade.

4.1 Dwelling and Other Structure Exteriors: Only those exterior materials, which will blend harmoniously into the natural environment, shall be permitted. The use of consistent types of materials throughout a structure is desired. Missing elements should be replaced with in-kind or with similar materials where possible. Approved additions should blend

with the existing structure. Natural or organic rough textured materials are recommended and may include rocks, stones, masonry finishes, (excluding brick), logs, sawn lumber, or wood panels/siding. Concrete, steel, glass, and other materials may be allowed if used appropriately as determined by the Committee. Buildings constructed with bright colors, tar paper, corrugated iron or steel, or entirely of metal are not acceptable and shall not be allowed. Sheet plastic shall not be used on any buildings for exterior wall, roofing, or screening. Mobile homes, geodesic domes, modular homes or underground homes are not allowed. The exterior color of all improvements must harmonize with the forest setting. Neutral and darker colors will be given preference and any others may not be allowed. Examples of such preferred colors include brown, charcoal gray, gray-green, tan, darker greens and browns, and subdued grays. Bright colors and highly reflective materials which may create a contrast with the natural environment, are not allowed. Semi-transparent stains are preferred over paints, and must be maintained.

- 4.2 **Minimum Dwelling Size:** The floor area, excluding basement, of the primary structure shall be not less than nine hundred (900) square feet. A two story building shall have a minimum of nine hundred (900) square feet on the main floor. Square footages are exclusive of open porches and garages. Only Ranch style one –level homes, ramblers with basements, and two story homes with basements will be allowed. Existing structures are exempt from these requirements.
- 4.3 **Maximum Dwelling Size:** The floor area, including the basement, shall not be more than three thousand six hundred (3,600) square feet. The maximum size of each floor shall not exceed one thousand two hundred (1,200) square feet. However, for a Rambler the maximum floor area shall not exceed one thousand five hundred (1,500) square feet, plus a basement. Existing structures are not exempt from this requirement.
- 4.4 **Building Height:** No structure will be permitted which exceeds two stories above ground level, or to be more than thirty five feet (35') in height. Maximum height will be measured from the highest grade found within a ten (10) foot perimeter of the footprint of the structure. No improvement or obstruction shall be constructed in or at such location or such height as to unreasonably obstruct the downhill view from any other lot in

the vicinity thereof.

- 4.5 **Roof Pitches:** A minimum of 6 in 12 pitch for all roof slopes shall be used.
- 4.6 **Setbacks and Building Location:** All new structures built within the subdivision must conform to the codes and zoning setbacks established by Weber County. The plot plan (scale 1" = 20' or larger) must be submitted along with the house plans to the Architectural Control Committee for review, and must show the placement of the main dwelling and any auxiliary buildings, and must conform with Weber County requirements.

ARTICLE III

COVENANTS, CONDITIONS, AND RESTRICTIONS

The submission of the Property to the provisions of this Declaration is made upon and under the following covenants, conditions and restrictions:

1. **NUISANCE.** It shall be the responsibility of each Lot Owner to prevent the development of any unclean, unhealthy, unsightly, unkept, or similar condition on his or her Lot. No Lot shall be used, in whole or in part, for the storage of any property, thing, etc. that will cause such Lot to appear to be in an unclean or untidy condition or that may be obnoxious or offensive to the reasonable eye; nor shall any substance, thing, material, etc.. be kept in, around, or upon any Lot that may emit foul or obnoxious odors or that may cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort or serenity of the occupants of the surrounding property. No noxious or offensive activity shall be permitted in or around any Lot, nor shall anything be done thereon which might cause embarrassment, discomfort, annoyance, or nuisance to any person rightfully using any property adjacent to the Lot. The burying of household waste or construction debris is not authorized within the subdivision, including private lots.
2. **LANDSCAPING:** Landscaping is authorized as long as it maintains the natural forest setting of the surroundings. Large lawns, urban style flowerbeds, and brightly colored yard decorations such as plastic flowers or animals or painted rocks are not allowed. The watering of vegetation, other than for restorative or emergency measures, and yard type sprinkler systems are not allowed.

3. FENCING: Generally fences or rails are not authorized. A short section of fence with a gate is authorized at the entrance of a driveway. These shall be constructed of natural materials that blend with the environment. The fencing cannot be attached to trees. Chain link or light colored vinyl fencing and gates are not allowed.

4. CHANGES TO INFRASTRUCTURE: No lot owner shall alter or change or impede any utility lines, water mains, power supply, drainage flow, or drainage culvert within the subdivision. Tapping into any such utilities requires permission and approval of the Board of Directors of the Home Owner(s) Association and any other governing body.

5. REMOVAL OF TREES: No trees shall be removed unless approved by the Architectural Control Committee. Tree(s) within the 30' perimeter of a residence may be removed per guidelines of the US Forest Service. Unauthorized removal of trees shall be considered a nuisance and restoration shall be required.

6. TEMPORARY AND OTHER STRUCTURES: No structure of a temporary nature, (Le., trailer, bus, tent, shack, or other outbuilding) shall be used at any time as a residence whether temporarily or permanently.

7. RECREATIONAL VEHICLES: Travel trailers or motor homes shall not be placed in the subdivision for use as a permanent, temporary, or guesthouse residence. Trailers/motor-homes of persons visiting residents shall remain no longer than thirty (30) days on any lot.

8. PARKING AND STORAGE OF VEHICLES: Vehicle storage detracts from the overall appearance of the area. Unregistered, inoperable, or permanently unattended vehicles are not allowed. Owner(s) or occupants may only park their vehicles within their designated garages or parking area, and visitors may only park temporarily in designated spaces and in accordance with the rules and regulations designated by the Architectural Control Committee. New parking areas must be approved by the Architectural Control Committee on a general site plan (scale 1" = 20' or larger) of the Lot. No Owner(s) or occupants shall repair or restore a vehicle of any kind upon any Lot or Common Area, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility.

9. ON-STREET PARKING: There shall be no parking allowed on any side or shoulder of any roadway in the subdivision.

10. DOMESTIC ANIMALS: No lot shall allow animals to be kept, which are in numerical excess or otherwise not permitted under Weber County ordinances governing such. Any lot owner housing animals on his lot shall

be required to keep the same in healthy, sheltered conditions, and to maintain the animals in such a way that it will not cause a nuisance to any owner within the subdivision.

11. NON-RESIDENTIAL USE: No commercial enterprises shall be conducted in or from any Lot such as, commercial manufacturing, mercantile, storing, vending, selling of goods, repair work, etc..

12. SIGNS: No signs of any kind shall be permitted on any lot except (A) one personal residency sign no more than three square feet in size, or (B) one sign not more than five square feet in size advertising the property for sale or rent.

13. GARBAGE, WEED, REFUSE DISPOSAL: All garbage cans, above-ground tanks, woodpiles, and other similar items shall be located so as to be concealed from view of the neighboring lots, streets, and property located adjacent to the lot whenever possible. All rubbish, trash, and garbage shall be regularly removed from the lot and shall not be allowed to accumulate thereon. None of these materials shall be buried within the Subdivision. Each lot and its abutting roadway shall be kept free of trash, noxious weeds (i.e. Dyer's Wode, etc.) and tree or brush clippings by the lot owner.

14. EROSION AND SLIDE CONTROL: Lot owner(s) shall maintain the hillside slope on their property or the adjacent slope on common ground that was changed by excavation or fill, to insure the slope is stable and causes no damage to property of adjacent lot owner(s), common areas, or Association improvements. Any damage caused by the correction of unstable slopes shall be the sole responsibility of the lot owner.

15. FIRE HAZARDS AND OUTSIDE FIRE STRUCTURES: Accumulations of dry underbrush, weeds, or any other combustible materials are not permitted. Outdoor fire ring/pit(s), barbeque structure(s), tiki torches, fire works, or other fire hazards are not permitted. All existing fire structures shall be removed.

16. AERIALS, ANTENNA, AND SATELLITE DISHES. No radio, television, or other aerial, antenna, dish, tower, or other transmitting or receiving structure shall be erected, installed or placed outside of any Lot without written permission from the Architectural Control Committee. Written permission is not required for dishes of less than 24" in diameter. All such structures are subject to height requirements set forth elsewhere in this governing instrument.

17. UNSIGHTLY WORK, HOBBIES OR UNKEPT CONDITIONS: The pursuit of hobbies or other activities, including but not limited to, the assembly and

disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Property.

18. BARNs AND AUXILIARY BUILDINGS: All lots within the subdivision are permitted up to three total buildings, of which the main residence shall count as one. Such detached garages or storage sheds must conform to the Weber County zoning ordinances and must conform to the exterior materials, quality and color requirements found in Article II of these CCRs. The architectural treatment shall be compatible with the main residence and must be approved by the Architectural Control Committee. There shall be a minimal visual impact for these buildings.

19. CONSTRUCTION COMMENCEMENT AND COMPLETION: Once construction commences, the main residential building must be fully complete within 30 months of the footings being dug. Any auxiliary buildings must be fully completed within 12 months of the commencement of construction. All construction debris, excavation dirt, mud, trash, etc. associated with the building process shall be removed from the lot and subdivision within the time frame of construction. Each construction site shall have an onsite dumpster (regularly emptied) during the course of construction. Such debris shall not be buried anywhere within the Pineview Summer Home Area Re-Survey Subdivision. Any dirt, mud or debris resulting from construction shall not be allowed to be carried onto any other lot or roadway. It shall be the responsibility of each lot owner during construction to clean and repair, if needed, at his or her own cost any roadway affected by the construction process or vehicle activity related to construction in excess of normal wear and tear.

20. ANNUAL INSPECTION: An annual inspection of each lot can be done by or at the direction of the Board of Directors to insure compliance with these CCRs.

21. GATE LOCKING INSTRUCTIONS: The gate must be locked fully and properly immediately after each passage. Key boxes may be used for a maximum of up to three days in succession. Each key box must have the name of the owner responsible for placing it and the date of required removal on a label affixed to it. Failure to comply may result in the removal of the box and/or will be considered a nuisance, which can be subject to a fine.

22. FIRE HYDRANTS: The use of all fire hydrants is restricted to emergency response and fire department crews. Any other usage must have the written approval from the Water Master or the President of the Board of Directors.

ARTICLE IV

TERM, DURATION, AND ENFORCEMENT

DURATION OF RESTRICTIONS. All of these conditions, covenants, and restrictions set forth in this declaration shall continue and remain in full force and effect at all times against the subject property and owner(s) thereof, subject to the right of said owner(s) to change and modify these conditions and restrictions as provided in this article, until twenty-five years, enforcement shall then be continued for a period of twenty years and thereafter shall be successive periods of twenty years each without limitation, unless a written agreement is executed by the then recorded owner(s) of more than two-thirds of the total number of the then recorded lots owned within the subdivision. Each lot can only be represented by one vote in such matters. Any such amendment shall then be recorded at the Weber County Recorder's office and shall be ruled as an original condition, covenant, or restriction found in this document from that time forth. The voting process in order to execute an amendment shall be taken no sooner than thirty days after 100% of the lot owner(s) have been notified and fully informed in writing of any such proposed changes and mailed to the address of said lot owner(s) that is recorded at the county. Voting on any such changes can take place by mail or at the annual homeowner(s) meeting.

ENFORCEMENT: The Pineview Mountain Estates Homeowner(s) Association Board of Directors shall have the right to enforce the entirety of this document with any action approved by law and found allowable within the Bylaws of the Homeowner(s) Association.

ARTICLE V

GENERAL PROVISIONS

COVENANT TO RUN WITH PROPERTY; COMPLIANCE. This Declaration and all the provisions hereof shall constitute covenants to run with the Property or equitable servitude, as the case may be, and shall be binding upon and shall inure to the benefit of Declarant all parties who hereafter acquire any interest in a Lot or in the Property, and their respective grantees, transferees, heirs, devisees, personal representatives, successors, and assigns. Each Owner or occupant of a Lot shall comply with, and all interests in all Lots shall be subject to the terms of this Declaration and failure to comply shall be grounds for an action to recover sums due for damages, nuisances or injunctive relief, maintainable by the Architectural

Control Committee or the Board of Directors on behalf of Lot Owner(s), or, in a proper case, by an aggrieved Lot Owner. By acquiring any interest in a Lot or in the Property, the party acquiring such Interest consents to, and agrees to be bound by, each and every provision of this Declaration.

INVALIDITY. The invalidity of any provisions of this Declaration, or any portion thereof, shall not be deemed to impair or affect in any manner the validity, enforceability, or effect of the remainder of this Declaration and, in such event, all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

WAIVER. No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce or give notice of the same, irrespective of the number of violations or breeches, which may occur.

GENDER. The use of the masculine gender in this Declaration, shall be deemed to refer to the feminine gender and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

DECLARANT'S DISCLAIMER. Declarant specifically disclaims any intent to have made any express or implied warranty or representation in connection with the Property or the Declaration except as specifically set forth herein or in any agreement for sale of a Lot, and no person shall rely upon any expressed or implied warranty or representation not so specifically made therein. The Declarant shall not be held liable to any owner for any damage, loss or prejudice suffered or claimed on account of (a) the approval or rejection of, or failure to approve or reject any plans, drawings, or specification; (b) the construction or performance of any work, whether or not pursuant to approved plans; (c) the development or manner of development of any of the property; (d) any engineering or other defect in those plans and specifications approved by the Committee; or (e) any failure to enforce or give notice of any violation or breach, irrespective of the number or nature of such violation or breach, which may occur.

EFFECTIVE DATE. This Declaration shall take effect upon recording in the office of the County Recorder of Weber County, Utah.

IN WITNESS WHEREOF, the undersigned being the Declarant has caused this instrument to be executed by its duly authorized officer on the day and year first above written.

EXHIBIT "A"

ALL OF LOTS 1 THROUGH 50, INCLUSIVE, AND COMMON AREAS CONTAINED
THEREIN OF THE PINEVIEW SUMMER HOME AREA RE-SURVEY SUBDIVISION,
WEBER COUNTY, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF.

20-111-0001 TO 0013 ✓
20-112-0001 TO 0011 ✓
20-113-0001 TO 0011 ✓
20-114-0001 TO 0016 ✓