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E# 3110410 PG 1 OF 6
Leann H. Kilts, WEBER COUNTY RECORDER
16-Dec-20 11:42 AM FEE \$86.00 DEP TH
REC FOR: MOUNTAIN VIEW TITLE - OGDEN
ELECTRONICALLY RECORDED

Declaration of Building and Use Restrictions
Of
Rocky Meadow Phase 1

19-423-0001 thru 19-423-0034

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 Pleasant View, Weber County, State of Utah, to-wit:

Lots 1 to 33 Phase 1, 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 all conveyances of said lots shall be made subject to the following conditions, restrictions, and stipulations.

The following conditions, restrictions and stipulations shall supersede any covenants and restrictions herein recorded and void and of no effect from the date this Declaration is recorded at the office of the County Recorder, Weber.

PART B. RESIDENTIAL AREA COVENANTS.

1. Dwelling Cost, Quality, and Size. It being the intention and purpose of the covenants to assure that all dwellings will be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. No dwelling shall be permitted on any lot without meeting the requirements stated below.

Garages and open porches are not included in the total finished square footage in any of the following structures.

- (a) The finished floor area of a one-story slab on grade structure shall not be less than 2,000 square feet.
- (b) The finished floor area of a rambler structure shall not be less than 1,600 square feet above grade.

- (c) The finished floor area of a rambler structure with a bonus room shall not be less than 1,900 square feet above grade
- (d) The finished floor area of a two-story structure shall not be less than 2,200 square feet above grade.
- (e) All one-story structures are to have an approximate minimum 1/3 brick or stone on the front of the home, the approximately remaining 2/3 can be either stucco or fiber cement board. The gable is to be excluded from the brick or stone requirement. The two sides of the structure can be any of the following materials - brick, rock, stucco, or fiber cement board. The back of the home can be any of the following materials -brick, rock, stucco or fiber cement board.
- (f) All two-story structures are to have an approximate minimum 1/3 brick or stone on the front, of the first floor and the approximately remaining 2/3 can be either stucco or fiber cement board on the front. The gable is to be excluded from the brick or stone requirement. The front of the second floor can either be stucco or fiber cement board. All remaining sides of the structure can be any of the following materials - brick, rock, stucco, or fiber cement board. The back of the home can be any of the following materials - brick, rock, stucco or fiber cement board.
- (g) All structures are required to have a private garage for no less than a third car garage. The third car garage must have its own separate opening or entrance to access the third car garage.
- (h) All detached garages, outbuildings or sheds must meet city requirements.
- (i) All structures are to have a minimum 6-12 pitch roof, unless approved by the Architectural Control Committee.
- (j) Basements are allowed in the subdivision. All liability by the City and the Developer has been waived if the homeowner decides to proceed with a basement.
- (k) Aluminum siding shall be allowed in soffit and fascia areas only.
- (l) There shall be no mobile home or manufactured home of any type permitted within the subdivision.

The Architectural Control Committee reserves the right to be "subjective" in approving or disapproving the construction of any home in 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 there will be variations and adjustments made by the Architectural Control Committee in approving and disapproving building plans. The process of approval by the

Architectural Control Committee will be subjective, but not arbitrary, in approving building plans in substantial conformity with those Protective Covenants.

2. Building location.

- (a) Location of building must meet city requirements on setbacks and yard lines.
- (b) For the purpose of this covenant, eaves, steps, and open porches shall not be considered as 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.

3. Landscaping.

- (a) The front and side yards of the lot, shall be landscaped with planted lawn or other acceptable landscaping within one year of occupancy.
- (b) The back yard of the lot shall be planted lawn or other acceptable landscaping within two years of occupancy.
- (c) "Acceptable landscaping," and "lawn," shall be interpreted by the then existing Architectural Control Committee that will reflect the majority view of then existing homeowners in the subdivision.
- (d) Vinyl fencing is allowed for installation around the parameters of a lot. Comparable materials or materials of similar cost in comparison to vinyl fencing are also allowed. Chain link fencing is not allowed.

4. Easement. 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 or drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easements on 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.

5. 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 automobiles, trailers, boats or other vehicles are to be stored on streets or front or side lots unless they are in running condition, properly licensed and are being regularly used. All TV antennas are to be placed in the attic out of view. Satellite dishes are to be hidden from the view from the street.

6. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack garage, barn or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently.

7. 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.

9. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarry 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.

10. Slope and Drainage Control. No structure, plant 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 owner of the lot, except for those improvements for which a public authority or utility company is responsible.

PART C. ARCHITECTURAL CONTROL COMMITTEE

1. Membership. A majority of the committee may designate a representative to act for it. 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. Neither the members of the committee, nor 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 lots shall have the power through a dully 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

Douglas B. Hamblin
Tim Moss

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 the 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 a successive period 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. Variances. The Committee may allow reasonable variances and adjustments to these restrictions and covenants.

3. 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.

4. Severability. Invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions, which shall remain in full force and effect.

5. Acceptance of Restrictions. All purchases of property described above shall, by acceptance of delivery of any deed, or by purchasing under a contract, or by acquiring any interest in any lot listed herein, or any portion thereof, be conclusively deemed to have consented and agreed to all restrictions, conditions, covenants and agreements set forth within.

6. Modification. This declaration of Protective Covenants may be modified, amended, supplemented, or canceled by the instrument by a one-half majority of the then owners of record of all lots in the subdivision.

(a) In the event of economic hardship, if the Developer still owns thirty-three percent of the lots. The Developer reserves the right to change and/or modify the Covenants, Conditions, and Restrictions for Rocky Meadows Phase 1.

7 Notwithstanding any provision of this Declaration to the contrary, Pleasant View City shall have the right, but not the obligation, to initiate litigation or arbitration against the Declarant or other originator of the Declaration – howsoever that individual or entity may be denominated – as well as any subsequent owner or entity who is or may be subject to the requirements of the Declaration, to enforce any of the terms of this declaration when, in the City's sole judgment, such action is necessary.

Hamblin Investments Inc.

Douglas B. Hamblin

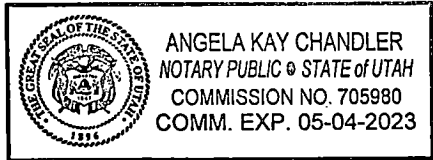
Douglas B. Hamblin
Owner

STATE OF UTAH,
County of Weber } ss

On the 10 day of Dec, A.D. 2020
personally appeared before me, Douglas B. Hamblin, who being by me duly
sworn did say, that he is the Owner of Hamblin Investments Inc.

[Signature]
Public Notary

12/10/2020
Date



Mike Schultz Construction Inc.

[Signature]

Mike Schultz
Owner

STATE OF UTAH,
County of Weber } ss

On the 15 day of December, A.D. 2020
personally appeared before me, Mike Schultz, who being by me duly sworn did
say, that he is the Owner of Mike Schultz Construction Inc.

Joni Nielsen
Public Notary

12/15/2020
Date

