

AFTER RECORDING, PLEASE RETURN TO  
RCA68, LC  
3550 North University Avenue, #325  
Provo, Utah 84064



ENT 67441:2017 PG 1 of 10  
JEFFERY SMITH  
UTAH COUNTY RECORDER  
2017 Jul 12 3:05 pm FEE 60.00 BY SS  
RECORDED FOR UNITED WEST TITLE INSURANCE

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Space above for Recorder's use

**DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS AND RESTRICTIONS  
OF  
LAKEVIEW ESTATES, PHASE 1**

THIS DECLARATION (the "Declaration") is made this 10<sup>th</sup> day of July 2017,  
by RCA68, LC ("Declarant").

**WITNESSETH:**

WHEREAS, Declarant is the owner of certain real property located in the City of Eagle Mountain, County of Utah, State of Utah, more particularly described on Exhibit "A" attached hereto, as a thirty-two (32) lot subdivision (hereinafter the "Subdivision"):

WHEREAS, Declarant intends that the lots within the Subdivision (hereinafter "Lot") shall hereafter be subject to the covenants, conditions, restrictions, reservations, assessments, charges, and liens herein set forth.

NOW, THEREFORE, in consideration of the premises and as part of the general plan for improvement of the Subdivision, Declarant does hereby establish the nature of the use, maintenance and enjoyment of the Subdivision, and does declare that all conveyances of any Lot shall be made subject to the following conditions, restrictions, reservations, assessments, covenants, liens, and stipulations herein set forth that shall be binding upon all parties having any right, title or interest in or to a Lot or any of them, or any part of the Lots, and upon their heirs, successors, and assigns, and shall inure to the benefit of each owner (an "Owner") thereof.

1. LAND USE AND BUILDING TYPE. Except as otherwise provided in Paragraph 17 below, no Lot within the Subdivision shall be used except for residential purposes. No buildings shall be erected, altered, placed, or permitted to remain on any Lot other than one detached single-family dwelling not to exceed two stories excluding the basement and not to exceed 35 feet in height as measured from the lowest point on the first floor (with any other structures incident to such dwelling to be subject to approval as hereinafter provided, including in Paragraphs 2, 3, and 4 below). No building shall be located on any Lot nearer to the front lot line or the rear Lot line than the minimum building set-back lines required by Eagle Mountain

City. All homes shall be constructed so that what would typically and reasonably appear to be the front of a house faces the street; no house shall be constructed so that what typically and reasonably appears to be the back of the house faces the street.

2. POOLS, FOUNTAINS AND SPORT COURTS. Any desired pool, spa, fountain, game court, or tennis court on a Lot must be expressly approved by the Committee (as that term is hereinafter defined) and shall be located to avoid impacting an adjacent Lot or other property with light or sound and shall not be located in front yards. Pool heaters and pumps on a Lot must be screened from view and sound insulated from neighboring houses. Skateboard ramps are prohibited.

3. ARCHITECTURAL CONTROL. No building shall be erected, placed, or altered on any Lot until the construction plans and specifications, including a site plan showing the location of the structure and a grading plan have been approved in writing by Lakeview Estates Architectural Control Committee, Inc., an existing or to-be-organized non-profit corporation (the "Committee") as to the quality of workmanship and materials, harmony of external design with existing structures, and location with respect to topography and finish grade elevation. Drawings submitted to the Committee shall include:

- A. Plot plans to scale showing the entire site, building, garages, walks, drives, fences, lights, pools, tennis courts and retaining walls, with elevations of the existing and finished grades and contours, including those at the outside corners of the buildings and at adjacent property lines and street fronts, and elevations of floors from a designated point on the street.
- B. Detailed floor plans showing dimensions and measurements.
- C. Detailed elevations, indicating all materials and showing existing and finished grades.
- D. Detailed sections, cross and longitudinal.
- E. Details of cornices, porches, windows, doors, garages, garden walls, steps, patios, fences, carriage lights, etc.
- F. Specifications giving descriptions and color samples of materials to be used on the exterior of the residence.

Once approved by the Committee, (an approved set of plans will be returned to the Lot owner, approved and each page initialed by the Committee) no changes or deviations in or from the plans and specifications shall be made without the prior written approval of the Committee. Subsequent to receiving approval of the Committee and prior to the commencement of construction, each Owner shall be responsible for obtaining a building permit (hereinafter "Permit") from Eagle Mountain City. 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. Chain link fences are not allowed on Lots except for use as a reasonably-sized dog run located within the boundaries of a Lot. Side and backyard fences on Lots shall be at least five (5) feet but not exceed a height of six (6) feet. All fences on a Lot shall either be a white, solid vinyl or a horizontal three-rail and vertical post, white ranch-style fence type and subject to approval in writing by the Committee. An exception will be made for pool fencing to comply with Paragraph 13 below.

4. DWELLING QUALITY AND SIZE. It is the intention and purpose of this Declaration

to assure that all dwellings (including garages and storage sheds) shall be of quality workmanship and materials. Each dwelling on a Lot shall be constructed of wood or steel frame with brick, rock, cultured stone, long-term clapboard, and/or stucco, or combinations thereof, with glass windows. All homes shall be constructed with at least thirty-five percent (35%) masonry on the street facing side, and at least fifteen percent (15%) on the remaining sides, unless otherwise approved in writing by the Committee. Aluminum and steel may only be used on a Lot for soffit and fascia. The ground floor area of the main structure, exclusive of one-story open porches and enclosed garages, shall not be less than 1,900 square feet for a one-story dwelling, nor less than 1,750 square feet on the main level and 1,200 square feet for the second level of a dwelling of more than one story. In the event that the square footages are met as to the ground floor area but not the second level, the Committee may exercise its discretion. Full basements are required in all homes. Any exceptions shall require the approval of the Committee. No dwelling, garage, or barn on a Lot shall be constructed or reconstructed with a flat or substantially flat roof. All roofs on a Lot shall have a minimum 6 in 12 pitch, unless otherwise approved by the Committee. All roofs on a Lot shall be of 25-year architectural grade asphalt shingles, slate shingles, or of architectural tile in natural colors. All construction is to be of new materials, except that used brick may be used if prior written approval is given by the Committee. At least a private two-car garage is mandatory but shall not exceed a four-car garage (including any garage intended for the storage of a boat or other recreational vehicle). No carports are or will be allowed on a Lot. Detached garages, guest quarters, barns and pool houses on Lots must be approved in writing by the Committee. Storage buildings, barns and livestock buildings and fences on Lots must also be approved in writing by the Committee. Storage sheds on Lots shall not to exceed 300 square feet and must be constructed on a concrete slab and of the same building quality materials as used for the home. No used sheds will be allowed on a Lot. Exceptions may be considered by, and must be approved in writing by, the Committee. No structure of any kind shall be permitted to remain incomplete (complete is defined as receipt of a Certificate of Occupancy from Eagle Mountain City for a period in excess of one year from the date the building was started as evidenced by the date upon which the excavation of a basement commenced, unless approved in writing by the Committee. No prefabricated or modular single-family homes shall be allowed. Outbuildings and all other storage buildings must conform to the main structure in style and material choice. The color of all exterior materials used for all improvements shall be disclosed to the Committee in the original submission and shall be subject to written approval by the Committee.

5. LOT AREA. No Lot shall be subdivided or reduced in size from the size as shown on the recorded plat, or final plat to be recorded as (the "Plat").

6. LANDSCAPING. Prior to installation, each Lot owner shall within ninety (90) days of obtaining a Permit provide the Committee with a landscaping plan ("Plan") depicting lawns, patio, and garden areas on the Lots which must be approved by the Committee. Lot Owners are encouraged to plant trees and shrubs to enhance the natural beauty, provide windbreaks, and improve soil erosion control. The planting of trees on Lots that have a high profile and may obstruct the view from neighboring Lots must be approved in writing by the Committee. Owners of Lots shall be responsible for planting all trees required by Eagle Mountain City, including, without limitation, any street tree planting ordinances.

No Lot Owner shall alter the slope and/or contour of its Lot in a manner that will

materially increase the discharge of water onto the surface of any sidewalk, street, or adjoining Lot or adjoining property. All materials used to retain and contour the slope of any Lot must conform to the natural beauty and color of the Lot, and must be approved in writing by the Committee. Each dwelling on a Lot shall have installed surrounding it an outdoor landscape sprinkler system for fire protection and irrigation.

Landscaping on Lots may include a combination of lawn, shrubs, or ground cover. Ground cover may include vegetative vines, low-spreading shrubs, or annual or perennial flowering or foliate plants. Ground cover on Lots may also include mineral or non-living organic permeable material in not more than twenty percent (20%) of the net landscaped area, unless otherwise approved in writing by the Committee. Mineral ground cover on Lots may include such materials as rocks, boulders, or brick over sand. Species, size, and placement of landscape elements on Lots shall be determined by the Owner subject to written approval by the Committee prior to commencement of landscaping.

Installed landscaping on Lots shall at all times be reasonably nurtured and maintained including, without limitation, the regular cutting, trimming, and watering of lawns, bushes, trees, and other vegetation in season, and the control and elimination of weeds.

In the event that a Lot owner fails to improve or timely complete his/her landscaping Plan within nine (9) months of occupancy (weather extenuations may be applicable) there shall be a consensual/voluntary lien in favor of the Committee in the amount of \$10,000 for half acre lots; \$15,000 for three quarter acre lots; \$20,000 for one acre and for acre plus lots. The lien shall be released by the Committee immediately upon the Lot owner completing the Plan as approved by the Committee.

7. EASEMENTS, SLOPE AND DRAINAGE CONTROL. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Plat. No structure, planting or other material shall be placed on a Lot or permitted to remain, or other activities undertaken, which in any way creates erosion or sliding problems. The easement areas set forth on the Plat, and all improvements in them, shall be maintained continuously by the Owner of the Lot, except for any improvements for which a public authority or utility company is responsible.

8. NUISANCES. No rubbish or debris of any kind shall be placed or permitted to accumulate upon a Lot. Except as permitted under Paragraph Sixteen (16), no odors shall be permitted to arise from a Lot so as to render any such Lot or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. No noise, offensive activity, or other nuisance shall be permitted to exist or operate on the Lots. Without limiting the foregoing provisions, no exterior speakers, horns, whistles, bells, or other sound devices (other than security devices used exclusively for security purposes) shall be located, used, or placed on any Lot without the prior written approval of the Committee, and if approved, shall not be permitted to cause a nuisance for any adjacent Lot or other property as determined in the sole judgment of the Committee. No automobiles, trailers, boats, or other vehicles are to be stored on streets or front yards of the Lots. Storage on side yards of Lots is permitted only if such vehicles are in running condition, properly licensed, and are being regularly used. The use of motorcycles, ATVs, and other motorized recreational vehicles which may produce audible annoyance to the Owners shall be limited to ingress and egress of the Lots.

The burning of rubbish, leaves, or trash on the Lots is prohibited. No Owner shall permit any condition to exist upon any Lot which shall induce, breed, or harbor infectious plant diseases or noxious insects (the planting and maintenance of gardens shall not constitute a violation of this provision). No tank for the storage of fuel may be allowed or used without the prior written consent of the Committee. Building materials may not be stored on any Lot for longer than thirty (30) days.

9. WATER DISCHARGE. It shall be unlawful for any person owning, occupying, or having control of any portion of a Lot to suffer or permit irrigation or storm water to be discharged and spread upon the surface of any sidewalk, street, or adjoining Lot or adjoining property. This is intended to require that the Lot Owner maintain such water on its Lot.

10. PARKING AND STORAGE. No major mechanical work or repairs are to be conducted in streets or front yards of houses on the Lots. No commercial-type vehicles and no trucks over one-ton capacity shall be parked or stored on the front yard setback of any Lot, or on the residential street except while engaged in transportation. Trailers, mobile homes, trucks over one-ton capacity, boats, campers not on a truck bed, motor homes, buses, tractors, and maintenance and commercial equipment of any kind on a Lot shall be parked or stored in an enclosed garage or behind the front yard setback in an enclosed area screened from street view as approved by the Committee. Sufficient side yard gate access should be planned and provided for in the design of the home to permit ingress, egress, and storage of trailers and recreational-type vehicles on the side and rear yards.

11. TEMPORARY AND OTHER STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently. No old or second-hand structures shall be moved onto any Lot. All dwellings and other buildings on Lots shall be constructed of new materials and good quality workmanship. No pre-manufactured homes are permitted.

12. ACCESSORY STRUCTURES. Patio structures, trellises, sunshades, gazebos, and any other appurtenant buildings on Lots shall be constructed of materials consistent with the colors, textures, and materials approved for the dwelling and shall be integral to the architecture of the house and subject to the prior written approval of the Committee. It is understood that outbuildings such as swimming pool and tennis court dressing facilities may be constructed on any Lot as long as they are in conformity with the requirements of this Declaration and approved in writing by the Committee. All pools must be fenced in strict compliance with local ordinances and with the prior written approval of the Committee as to fence design and material.

13. SIGNS. Except for personal-not commercial-events not lasting longer than 3 days, and election promotional signs not to be placed on a Lot for longer than two weeks, no signs of any kind shall be displayed to the public view on any Lot, except one sign of not more than five square feet advertising the Lot for sale or rent, or signs used by a builder to advertise only during the construction and sales period. Signs for the initial marketing of the Lots by developers/contractors owning or acquiring multiple lots shall not be limited by this provision.

14 LEASES. Any lease agreement or other agreement permitting occupancy between an Owner of a Lot and a lessee or occupant thereof shall require that such lessee and/or occupant comply with all of the terms, covenants, conditions and restrictions of this Declaration. All such leases and/or agreements shall be required to be in writing.

15 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 on any Lot except in enclosed sanitary containers that shall not be left at the front of any Lot except on the day of collection and the night before. No incinerators or burning are allowed on Lots. Equipment for the storage of disposable material on Lots shall be kept in a clean and sanitary condition. Each Lot and its abutting portion of the 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.

16 ANIMALS. Dogs, cats and other household pets may be kept on Lots provided that they are not kept, bred, or maintained for any commercial purposes and are restricted to the Owner's premises or on a leash under handler's control, except as provided by law. Farm animals may only be kept on Lots 109, and 123-132 within the Subdivision and only to the extent not prohibited or restricted by applicable Eagle Mountain City ordinances. Farm animals, include and are limited to the following type and number only unless the Committee approves in writing an exception: (3) horses, or (2) cows, or (3) sheep and (10) chickens. Farm animals may only be maintained on a Lot if the Lot is fenced, as provided in this Declaration, and only to the extent it is planted and maintained as a cultivated and groomed horse/cow/sheep pasture on which, or adjacent to which, that Owner's constructed and inhabited home is located, and then only to the extent the maintenance of any such horse/cow/sheep or is kept in conformity with then applicable Eagle Mountain City ordinances. Animal enclosures shall be maintained in the back of the Lot or the sideyard, no closer than the front of the residence.

17. NO HAZARDOUS ACTIVITIES. No activities shall be conducted on any Lot, and no improvements shall be constructed on any Lot, which are or might be unsafe or hazardous to any person, Lot or other property. Without limiting the generality of the foregoing, neither open fires nor incinerators shall be lighted or permitted on any Lot except in a contained barbecue unit while attended and in use for cooking purposes, or within a safe and well designed fireplace or fire pit.

18. REPAIR OF BUILDINGS. No improvement upon any Lot shall be permitted to fall into disrepair, and each such improvement shall at all times be kept in good condition and repair and regularly painted or otherwise finished by the Owner thereof. Damage to a structure shall be immediately repaired or the structure shall be razed by and at the cost of the Owner.

19. IMPROVEMENTS AND ALTERATIONS. There shall be no excavation, construction, or alteration which in any way alters the exterior appearance of any improvement within any of the Lots, nor removal of any improvements on the Lots (other than repairs or rebuilding) without the prior written approval of the Committee.

20 ROOFTOP ANTENNAS AND OTHER DEVICES. Television antennas on Lots are to be placed in the attic out of sight/view. Satellite dishes on Lots shall be the small 18-inch or

smaller diameter dishes only and are to be hidden from view of the street. No ham radio, citizens band, or radio antenna or other similar electronic receiving or sending device shall be permitted upon the rooftop or side of any home or elsewhere if exposed to view from any other Lot. 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 neighbor's home or home entertainment facilities or equipment. All air conditioning and heating equipment must be screened from view and reasonably insulated for sound attenuation. Rooftop evaporative coolers are prohibited. Solar panels will be permitted only with the express written consent of the Committee and must be designed to blend with the dwelling architecture. Meter locations are to be designed into the architecture of the dwelling and screened from view. This provision does not apply to digital readout units. Exterior lights detached from dwellings must be approved by the Committee. Except for a TV dish or solar panels, all rooftop equipment must be coated or painted in colors compatible with the dwelling.

21. CONSTRUCTION AND LANDSCAPING SCHEDULE. Once a lot is purchased there shall be no limitation on the time for commencement of construction provided that each Lot is maintained free of debris and weeds. Each and every home being constructed on any Lots shall be completed, and certificates of occupancy for the same obtained, within twelve (12) months of the start of construction, i.e., obtaining a Permit. Landscaping and irrigation of Lots shall be completed in accordance with the Plan previously approved by the Committee within nine (9) months of receipt of a certificate of occupancy. Except for access to barns gravel areas on Lots are not permitted.

22. COMMITTEE MEMBERSHIP. The initial owners and directors of the Committee shall be Rodney Chase Allred, Steven F. Allred and H. Lewis Swain (hereinafter sometimes referred to as "members" of the Committee). A majority of the Committee may designate one of its members to act as a spokesperson for it. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to and shall designate a successor by majority vote. Except for the original members of the Committee, any member of the Committee may be removed and shall be replaced by a majority vote of the Committee members. Neither the members of the Committee, nor its designated spokesperson, shall be entitled to any compensation for services performed pursuant to this Declaration. This Declaration shall not be amended or changed unless such amendment or change is approved by a majority vote of the three-member Committee as then constituted. At such time as the last Lot in the Subdivision is sold, then an election shall be held and each lot owner may cast one vote. Then and only then, the Committee shall be replaced by three (3) owners of Lots within the Subdivision who receive the most votes by simple majority.

23. PROCEDURE. The Committee's approval or disapproval as required in this Declaration shall be in writing and by majority vote. In the event the Committee, or its designated spokesperson, fails to approve or disapprove within thirty 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; provided, however, that nothing in this sentence shall excuse the Owner of any Lot from otherwise complying with this Declaration. The Committee and its members shall have no responsibility to enforce building codes, zoning ordinances, or other statutes, laws, or ordinances affecting the development or improvement of real property, and shall have no liability to any Owner for any

plans approved in a manner that included any such violation. The Committee and its members further shall have no liability to any Owner for the enforcement or lack thereof of this Declaration or the provisions herein. Corrections or changes in plans to bring them into conformity with applicable codes must be approved, in writing, by the Committee prior to construction.

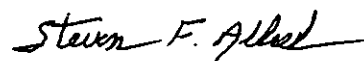
23. TERM. The covenants, conditions, restrictions, reservations, assessments, charges, and liens set forth in this Declaration are to run with the land and shall be binding, as they may be amended from time to time, as provided herein, on all parties and on all persons claiming an interest in a Lot, for a period of thirty years from the date this Declaration is recorded, after which time said covenants, conditions, restrictions, reservations, assessments, charges, and liens shall be automatically extended for successive periods of ten years each.
24. ENFORCEMENT. The Committee and any Lot Owner shall have the right, but not the obligation, to enforce, through any permitted proceeding at law or in equity, the terms, provisions, restrictions and requirements of this Declaration, including the foreclosure of any landscaping lien. Any failure to insist upon the strict performance of or compliance with any of the terms, provisions, covenants and requirements of this Declaration shall not result in or be construed to be an abandonment or termination of this Declaration or any waiver of the right to insist upon such performance or compliance with the terms of this Declaration in the future. If any action or proceeding is brought because of a default under, or to enforce or interpret any of the covenants, provisions, or requirements of, this Declaration the party prevailing in such action or arbitration shall be entitled to recover from the unsuccessful party reasonable attorneys' fees (including those incurred in connection with any appeal), the amount of which shall be fixed by the court or the arbitrator and made a part of any judgment rendered.
26. AMENDMENT. This Declaration or any covenants or conditions contained herein may be amended in writing signed by no less than two-thirds of the Lot owners within the Subdivision.
27. SEVERABILITY. Invalidation of any provision set forth in this Declaration by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has executed this Declaration to be effective as of the date first written above.

DECLARANT:

RCA68, LC, a Utah limited liability company

By: Steven F. Allred



Steven F. Allred, Manager

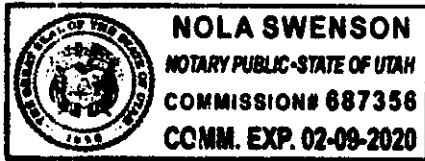


STATE OF UTAH )

) ss:

COUNTY OF Utah )

The foregoing instrument was acknowledged before me this 10 day of July, 2017, by Steven F. Allred a manager of RCA68, LC in his representative capacity as manager for RCA68, LC, and by RCA68, LC.



Notary Public *Nola Swenson*

Residing at: Utah

My Commission Expires:

2-9-2020

**LEGAL DESCRIPTION  
PREPARED FOR  
LAKE VIEW ESTATES  
EAGLE MOUNTAIN, UTAH  
(Revised: January 4, 2017)**

**PHASE 1**

A portion of the SE1/4 of Section 18, Township 5 South, Range 1 West, Salt Lake Base & Meridian, located in Eagle Mountain, Utah, more particularly described as follows:

Beginning at the Southeast Corner of Section 18, T5S, R1W, S.L.B. & M.; thence N89°29'31"W 2,653.73 feet along the Section line and the north line of Plat "K", CEDAR PASS RANCH Subdivision, according to the Official Plat thereof on file in the Office of the Utah County Recorder to the South ¼ Corner of said Section 18 and the easterly line of WESTVIEW HEIGHTS Subdivision, according to the Official Plat thereof on file in the Office of the Utah County Recorder; thence N0°26'33"E along said plat 966.64 feet; thence S8°39'26"E 78.28 feet; thence along the arc of a 526.00 foot radius curve to the right 83.54 feet through a central angle of 9°05'59" (chord: S4°06'27"E 83.45 feet); thence S0°26'33"W 36.78 feet; thence along the arc of a 15.00 foot radius curve to the left 23.56 feet through a central angle of 90°00'00" (chord: S44°33'27"E 21.21 feet); thence S89°33'27"E 161.00 feet; thence S0°26'33"W 300.50 feet; thence S89°33'27"E 237.50 feet; thence S0°26'33"W 47.22 feet; thence N89°12'29"E 1,885.35 feet; thence N89°02'44"E 334.65 feet to the east line of said Section 18; thence S0°13'20"W along the Section line and the westerly line of a portion of said Plat "K", CEDAR PASS RANCH Subdivision 458.47 feet to the point of beginning.

Contains: 27.96+/- acres