

When Recorded, Mail to:  
D.R. Horton, Inc.  
12351 South Gateway Park Place, Suite D-100  
Draper, Utah 84020  
Attention: Micah Peters

ENT 87096:2006 PG 1 of 22  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
2006 Jul 11 11:48 am FEE 100.00 BY LH  
RECORDED FOR PROVO LAND TITLE COMPANY

**DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR  
WESTVIEW HEIGHTS SUBDIVISION**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE **WESTVIEW HEIGHTS** subdivision (this "Declaration"), is made this 11<sup>th</sup> day of July, 2006, by D.R. HORTON, INC., a Delaware corporation (herein referred to as "Declarant").

**RECITALS:**

A. D.R. Horton, Inc. owns all 49 residential lots (lots 1-49) contained in the **WESTVIEW HEIGHTS** subdivision located in Eagle Mountain City, Utah County, Utah (the "Property"), as more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference.

B. Declarant intends to develop a residential subdivision on the Property known as **WESTVIEW HEIGHTS**. Declarant will develop and convey all of the Property within the **WESTVIEW HEIGHTS** subdivision subject to a general plan of development and subject to certain covenants, conditions and restrictions, all as set forth in this Declaration, which are deemed to be covenants running with the land, mutually burdening and benefiting all of the Property and each of the Lots.

**ARTICLE I**

**DECLARATION**

1.1 Declarant hereby declares that all of the Property shall be held, sold, conveyed, encumbered, leased, used, occupied and improved subject to and in strict accordance with all of the terms and conditions of this Declaration, including without limitation all of the covenants, conditions and restrictions set forth herein, all of which are created for the mutual benefit of the Owners of the Property and the Lots. It is the intention of the Declarant in imposing the covenants, conditions and restrictions set forth in this Declaration to create a generally uniform

pattern of development of the Property and to protect and enhance the property values and aesthetic values of the Property by eliminating inconsistent uses or improvements, all for the mutual protection and benefit of the Owners of the Lots. All of the terms and conditions of this Declaration, including without limitation all covenants, conditions and restrictions set forth herein, are intended to and shall in all cases run with the title of the land comprising the Property and shall be binding upon the Owners, their successors, assigns, heirs, lien holders, and any other person holding any interest in the Property and shall inure to the benefit of all other Property in the Subdivision. All of the terms and conditions of this Declaration, including without limitation the covenants, conditions and restrictions set forth herein, shall be binding upon Declarant as well as all of Declarant's successors in interest, and may be enforced by Declarant, by the Architectural/Technical Committee, or by any Owner.

Notwithstanding the foregoing, no provisions of this Declaration shall prevent Declarant from the completion of the Subdivision Improvements, or from using any Lot owned by Declarant as a model home, temporary construction or sales office, nor limit Declarant's right to post signs or engage in other reasonable activities on the Property incidental to sales or construction which are in compliance with the applicable ordinances of Eagle Mountain City.

## **ARTICLE II**

### **DEFINITIONS**

2.1 Unless the context clearly requires the application of a more general meaning, the following terms, whether capitalized or not, when used in this Declaration, shall have the following meanings:

"Architectural/Technical Committee" shall mean the committee created under Article IV of this Declaration.

"Declarant" shall mean and refer to D.R. Horton, Inc., a Delaware corporation.

"Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions for WESTVIEW HEIGHTS subdivision, together with any subsequent amendments or additions, and any other matters or conditions shown on the official Plat of the WESTVIEW HEIGHTS subdivision, which are incorporated into this Declaration by reference.

"Dwelling" shall mean the single family residence built or to be built on any Lot.

"Excavation" shall mean any disturbance to the surface of the land, including the removal of native vegetation, and also including trenching which results in removal of soil or rock from a depth of more than 12 inches from the natural surface of the land, or any grading of the surface. Excavation shall include any activities for which an excavation or grading permit would be required under the ordinances and regulations as adopted by Eagle Mountain City

“Fill” shall mean the depositing of earth, soil, rock or other materials to the surface of the land, whether imported from offsite or resulting from the regrading of excavated material from on-site, to raise the natural elevation of the surface. Fill shall also include any fill material as defined under the ordinances and regulations as adopted by Eagle Mountain City.

“Improvements” shall mean all structures and appurtenances of every type and kind, including but not limited to buildings, Dwellings, garages and storage buildings.

“Lot” shall mean any numbered building Lot shown on the Plat of the WESTVIEW HEIGHTS subdivision.

“Owner” shall mean the person or persons having title to any Lot as shown on the Plat of the WESTVIEW HEIGHTS subdivision. Owner shall mean the person holding fee simple title, including the Declarant, and buyers under any contract for deed, but shall exclude any person or entity holding title for purposes of securing performance of an obligation.

“Permitted Improvements” shall mean any Improvements installed, constructed, maintained or allowed to stand on the Property in conformity with this Declaration.

“Person” shall mean a natural person or any legal entity with a right to hold title to real property in its own name in the State of Utah.

“Plat” shall mean the Plat of the WESTVIEW HEIGHTS subdivision, as approved by Eagle Mountain City and recorded in the office of the Recorder of Utah County, Utah, and any amendments that may be made from time to time.

“Property” shall mean all of the land described on the Plat, including Lots and Roadways.

“Public View” shall mean that the object, Improvement, or activity on the Property is or would be in the line of sight originating from a point five feet above the surface of any public streets, including Roadways within the Subdivision.

“Eagle Mountain” shall mean Eagle Mountain City, a Utah Municipal Corporation, and its appropriate departments and officials.

“Roadway” shall mean those portions of the Property that have been or will be dedicated to Eagle Mountain as a public way.

“Subdivision” shall mean the subdivision known as WESTVIEW HEIGHTS subdivision and all Lots and other Property within the Subdivision as shown on the Plat, and as it may be amended or expanded from time to time.

PURPOSE OF DECLARATION

3.1 It is the purpose and intention of Declarant that the Property be developed and maintained as a high quality, attractive and well-designed residential development. It is the purpose of this Declaration that the natural beauty, serenity, views and present surroundings of the Property shall be protected as much as possible in connection with the Improvements to be constructed on the Property and the uses permitted on the Property as set forth in this Declaration.

ARTICLE IV

ARCHITECTURAL/TECHNICAL COMMITTEE

4.1 Introduction. It is the intention and purpose of this Declaration to impose architectural design standards of a type and nature that result in Dwellings and Permitted Improvements which are compatible with a high quality, attractive and well-designed residential development. The placement, dimensions and materials of the Permitted Improvements will be guided, but still allow for diversity in style and vitality in design. To accomplish this goal, the Declarant hereby establishes the Architectural/Technical Committee, which is empowered to oversee and enforce the provisions of this Declaration.

4.2 Architectural/Technical Committee Created. The Architectural/Technical Committee will consist of three (3) people appointed by D.R. Horton, Inc., who do not need to be Owners. At the time Dwellings have been constructed on 60% of the Lots, all two members of the Architectural/Technical Committee will be elected by the Lot Owners. The above percentages are to be based on the total number of Lots in the Subdivision so that the Declarant is able to remain active in the administration and enforcement of this Declaration while Lots are being marketed.

4.3 Approval by Architectural/Technical Committee. No Improvements of any kind, including without limitation the construction or installation of any Dwelling, garage, out building, fence or any other permanent structure may be constructed, installed, maintained or allowed to stand in the Subdivision without the prior written approval of the Architectural/Technical Committee. The construction of all Improvements must occur within the portion of a Lot which is approved for the construction of Improvements by the ordinances of Eagle Mountain City and also in compliance with all set back requirements set forth in this Declaration. No Excavation, Fill, grading, filling or draining shall be made without the prior written approval of the Architectural/Technical Committee. Approval of the Architectural/Technical Committee will be sought in the following manner:

(a) *Plans submitted.* A complete set of plans for the construction of any Improvement as described in Section 4.3 must be signed by the applicant and submitted to the Architectural/Technical Committee for review. It is recommended that preliminary plans be submitted before the expense of final construction drawings is incurred. The plans must be in sufficient detail to show the location on the Lot of the Improvements, including without limitation, the exterior walls of any Dwelling and all other structures to be built with it and all fences to be constructed on the Lot; detailed drawings of all elevations of all buildings showing locations of windows, doors, roof pitches, decks and other exterior elements; a list of exterior, roofing and fencing materials and/or a sample, including color samples. In the case of an addition or modification to an existing Dwelling, the Architectural/Technical Committee may waive any of the foregoing requirements.

(b) *Review.* The Architectural/Technical Committee shall exercise its best judgment in overseeing the construction of all Improvements on the Property within the Subdivision. The Architectural/Technical Committee shall consider the materials to be used on the external features of all Improvements, including but not limited to exterior colors, harmony of external design with existing structures within the Subdivision, location with respect to topography and finished grade elevations and harmony of landscaping with the natural settings and surroundings. While in receipt of a complete submission of the plans, the Architectural/Technical Committee will review the plans and make an initial determination whether or not the plans comply with the conditions imposed by this Declaration. If the plans do not comply, the plans will be rejected. If the plans are in compliance, the Architectural/Technical Committee will stamp and approve the plans. The Architectural/Technical Committee may approve the plans subject to specific modifications or conditions. Owners may desire to submit preliminary plans to the Architectural/Technical Committee for informal and preliminary approval or disapproval. The Architectural/Technical Committee will review preliminary plans and the Architectural/Technical Committee will make its comments known to the Owner. However, no preliminary approval is to be considered a final approval, and no final approval will be granted on less than a complete submission of plans as set forth in this Declaration. All preliminary sketches will be kept by the Architectural/Technical Committee. Upon final approval, the Architectural/Technical Committee and the Owner will each sign a copy of the approved plans, which shall be left with the Architectural/Technical Committee. Any construction that is not in strict compliance with the approved plans is prohibited. Notwithstanding any provisions in the Declaration, all construction of any nature upon any of the Lots within the Subdivision shall be performed in compliance with the requirements of the land management code and the building and zoning ordinances of all governmental entities having jurisdiction with respect to the Subdivision.

(c) *Written Record.* The Architectural/Technical Committee will maintain a written record of its actions, and maintain in its files a copy of all plans approved or rejected for a period of five years.

(d) *Failure to Act.* If the Architectural/Technical Committee has not approved or rejected any submission within 45 days after the submission of complete plans, the submission shall be deemed to have been disapproved.

(e) *Permits and Approvals from Eagle Mountain.* Notwithstanding any other provision of this Declaration to the contrary, prior to commencing the construction of any Improvements on any Lot, the Owner of each Lot must obtain from Eagle Mountain City all necessary permits and approvals required by Eagle Mountain City in connection with the construction of any such Improvements.

4.4 Variances. The Architectural/Technical Committee has the authority to deviate from the requirements contained in this Declaration under extenuating circumstances, when compliance with this Declaration would create an unreasonable hardship or burden for a Lot Owner. No such variance may be granted without the unanimous written consent of the Architectural/Technical Committee. The Architectural/Technical Committee does not, however, have the authority to deviate beyond the requirements of the land management code and the building code and zoning ordinances of all governmental entities having jurisdiction with respect to the Subdivision.

4.5 General Design Review. The Architectural/Technical Committee will use its best efforts to provide a consistent pattern of enforcement and consistent application of this Declaration that results in a high quality, attractive, and well-designed residential development.

4.6 Declarant and Architectural/Technical Committee not Liable. The Declarant and the Architectural/Technical Committee and its members shall not be liable to the applicant or to the Owners of any Lots within the Subdivision for damages or any other remedy as the result of their actions, inactions, or approval or disapproval of any set of plans submitted to the Architectural/Technical Committee for review. In the absence of bad faith or malicious actions, the Owners shall have no claim against the Declarant, the Architectural/Technical Committee or its members as a result of the performance or failure to perform the duties created by this Declaration. Any person or persons acquiring title to any Lot in the Subdivision shall be deemed to have agreed and covenanted that such Owner will not bring any action or suit to recover damages against the Declarant or the Architectural/Technical Committee or its members, or the advisors, officers, employees or agents of the any of the foregoing, as a result of the performance by the Architectural/Technical Committee of its duties and responsibilities under this Declaration. Each Owner has the right to enforce this Declaration against another Owner.

4.7 Limitations on Review. The Architectural/Technical Committee's review is limited to those matters expressly described in this Declaration. The Architectural/Technical Committee shall have no authority over the enforcement of building codes, zoning ordinances, or other statutes, laws, or ordinances affecting the development or improvement of the Property and shall have no liability to any Owner whose plans were approved in a manner that included any such violation. The Architectural/Technical Committee shall not be responsible for reviewing, nor shall the approval by the Architectural/Technical Committee of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or compliance with any applicable building codes, zoning ordinances, or other statutes, laws or ordinances affecting the development or improvement of the Property. The structural integrity of any Improvements constructed within the Subdivision is not the responsibility of the Architectural/Technical Committee. Corrections or changes to plans as may be subsequently required to bring them into conformity with any applicable statutes, laws or ordinances must be reviewed and approved by the Architectural/Technical Committee prior to construction.

4.8 Approval to Proceed. The Architectural/Technical Committee shall stamp, date and sign the plans and deliver the plans to the applicant once the plans for any Permitted Improvements have been approved.

## ARTICLE V

### RESTRICTIONS ON ALL PROPERTY

The following restrictions on use apply to all Property within the Subdivision:

5.1 Governing Regulations. The lawfully enacted zoning regulations of Eagle Mountain and of any other governmental body having jurisdiction with respect to the Property, including without limitation any and all applicable building, fire, and health codes, are in full force and effect in the Subdivision, and no Lot may be occupied in a manner that is in violation of any such statute, law, ordinance or regulation. If the provisions of this Declaration are more stringent than any applicable governmental statute, law, ordinance or regulation, it is the intent that the provisions of this Declaration shall control. This Declaration shall not authorize any uses, improvements, or activities that are prohibited by any local, state or federal statute, law, ordinance or regulation.

5.2 No Mining Uses. No mining, quarrying, tunneling, excavating or drilling for any substances within the earth, including but not limited to oil, gas, minerals, gravel, sand, rock and earth, shall ever be permitted on the Property within the Subdivision. The foregoing limitation shall not preclude drilling and excavation in connection with the construction of roads, utility lines and other Permitted Improvements.

5.3 No Business or Commercial Uses. The Property within the Subdivision shall be used for residential purposes only. No portion of the Subdivision may be used for any commercial or business use, provided however that nothing in this provision is intended to prevent (a) the Declarant from using one or more Lots for purposes of a construction office or sales office during the actual period of construction of the Subdivision Improvements or until the Lots are sold, or (b) the use by any Owner of his Lot for a home occupation. No home occupation will be permitted, however, which requires or encourages the Owner's clients, customers, patients or others to come to the Lot to conduct business, or which requires any employees outside of the Owner's immediate family or household to come to the Lot to conduct business. No signs or other advertisements relating to any such home occupation shall be placed upon any of the Property within the Subdivision, nor shall any such sign or advertisement be visible from the outside of any of the Permitted Improvements constructed on the Property. No retail sales of any kind may be made in the Subdivision. All home occupations operated or conducted from any of the Lots within the Subdivision shall comply with all applicable local, state or federal statutes, laws, ordinances and regulations, including without limitation all statutes, laws, ordinances and regulations pertaining to licensing and permitting for the operation of any such home occupation.

5.4 Restrictions on Signs. No signs will be permitted on any Lot or within the subdivision; except for traffic control and directional signs for Roadways placed by Eagle Mountain City or temporary signs warning of some immediate danger and except for such other signs as may be approved by the Architectural/Technical Committee. Signs indicating a Lot is for sale may be placed in accordance with Eagle Mountain sign regulations. The Declarant may erect a sign acceptable to Eagle Mountain at the entrance to the Subdivision announcing the availability of Lots and giving sales information. An entrance monument for the Subdivision may be constructed by Declarant, at Declarant's sole discretion.

5.5 Dwelling to be Constructed First. No garage, storage unit, or other out-building may be constructed on any Lot prior to the construction of the Dwelling on such Lot.

5.6 Animals. The use of animals for pets, housing, breeding, or boarding must comply with the existing animal regulations for Eagle Mountain City contained in the attached exhibit B

5.7 No Hazardous Activity. No activity may be conducted on any Lot that is, or would be considered by a reasonable person to be, unreasonably dangerous or hazardous, or which would cause the cancellation of conventional property casualty insurance. This includes, without limitation, the storage of caustic, toxic, flammable, explosive or hazardous materials in excess of those reasonable and customary for household uses.

5.8 No Unsightliness. No unsightliness is permitted on any Lot. This requirement shall prohibit, without limitation, the open storage of any building materials (except during the construction of any Dwelling or Improvements); open storage or parking of construction equipment, trucks larger than pick-up trucks (except during periods of actual loading and unloading); accumulations of lawn or tree clippings or trimmings; accumulations of construction debris or waste; household refuse or garbage except as stored in tight containers in an enclosure such as a garage.

5.9 No Annoying Lights. No outdoor lighting shall be permitted except for lighting that is designed to aim downward and limit the field of light to the confines of the Lot on which it is installed. This shall not apply to street lighting maintained by Eagle Mountain City.

5.10 No Transient Lodging Uses. The Lots are to be used for residential housing purposes only and shall not be rented in whole or in part for transient lodging purposes, boarding house, "bed and breakfast," or other uses for providing accommodations to travelers.

5.11 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 on any Lot, except in sanitary containers approved by the Architectural/Technical Committee. All equipment for the storage or disposal of waste or rubbish shall be kept in a clean and sanitary condition and must meet the approval of the Architectural/Technical Committee.



5.12 Parking and Storage of Personal Property. No personal property, including but not limited to boats, trailers, campers and motorized vehicles, shall be placed or stored upon any Lot prior to the time the Owner thereof is ready to commence the construction of Permitted Improvements, and thereafter all such personal property shall be placed within the property lines of the Lot and not within the streets and shall be placed in such a manner as not to constitute an aesthetical nuisance upon the rights of other Lot Owners. The Owner of each Lot shall be obligated to construct on such Lot sufficient on-site parking on the Lot to accommodate all automobiles placed or parked on the Lot. No storage of any articles, material, equipment or vehicles of any nature is permitted in the front yard portion of any Lot, except that regularly used passenger cars and light pickup trucks may be parked on the driveway areas in the front yard. Boats, trailers, campers, motorized vehicles and all other types of recreational and/or accessory equipment shall be restored and repaired only in side or rear yards, garages, or driveways acceptable to the Architectural/Technical Committee. No automobiles, trucks, campers, trailers, boats, equipment, recreational vehicles, motor homes or other similar vehicles shall be parked or stored on a public street or right of way for more than seven (7) consecutive days without the express written consent of the Architectural/Technical Committee.

5.13 Outdoor Furniture. All furniture placed on the front porches and other outdoor areas within any Lot that is within Public View must be of a type and quality generally characterized as "outdoor furniture."

## ARTICLE VI

### RESTRICTIONS ON LOTS

6.1 Dwelling and Ancillary Structures: No Dwelling or other Improvements shall be placed, erected, altered, or permitted to remain on any Lot other than one (1) single family Dwelling and one (1) garage together with related nonresidential Improvements which have been approved by the Architectural/Technical Committee. At the time of construction of the single family Dwelling on any Lot, said Lot must also be improved with a garage with at least a two (2) car capacity. The Dwelling on each Lot shall be used for private residence purposes only, and no structure of any kind shall be moved from any other location and placed upon a Lot, nor shall any incomplete building or Improvement of any type be permitted to remain incomplete on a Lot for a period in excess of one (1) year from the date the Improvement was started, unless otherwise approved by the Architectural/Technical Committee. No structure of a temporary character nor any 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 structure greater than one hundred (100) square feet in area may be built upon any Lot without the prior written consent of the Architectural/Technical Committee.

6.2 Finished Area Above Grade. The Dwelling constructed on each Lot in the Subdivision shall have the following minimum finished area above grade, which shall be determined according to the following table. The number of square feet in the table refers to the minimum size of the finished area above grade, excluding the garage:

<u>Lot Designation</u>	<u>Minimum Area of Single Story/Rambler Dwelling</u>	<u>Minimum Area of Two Story Dwelling</u>
Lots 1 through 49, inclusive.	1,800 square feet	2,200 square feet

No multi-level (in excess of two stories above grade) or split-level homes shall be allowed or approved within the Subdivision.

6.3 Completion of Dwelling. All construction and alteration work shall be prosecuted diligently, and the Dwelling on each Lot shall be entirely completed and shall be required to have a final certificate of occupancy issued for such Dwelling by Eagle Mountain within eight (8) months after the closing on the sale of such Lot from Declarant to the original purchaser thereof. A four (4) month grace period after the initial eight (8) month period has expired may be granted by the Architectural/Technical Committee upon the showing of just cause for such grace period.

6.4 Towers, Satellite Receivers and Antennas: No towers, exposed or outside radio, television or other electronic antennae, with the exception of television receiving antennae, shall be allowed or permitted to remain on any Lot. Satellite receivers, in excess of eighteen (18) inches in diameter, must have an enclosure to screen them from view from any surrounding Lot Owner.

6.5 Used or Temporary Structures: No used or previously erected or temporary house, structure, house trailer, mobile home, camper, or nonpermanent outbuilding shall be placed, erected, or allowed to remain on any Lot except during construction periods, and no Dwelling shall be occupied in any manner prior to its completion and approval in accordance with Article V hereof.

6.6 Minimum Architectural Requirements: The following shall be considered to be minimum architectural requirements with respect to Dwellings constructed within the Subdivision, although the Architectural/Technical Committee shall have broad discretion in the approval of plans for Dwellings constructed in the Subdivision and shall be entitled to consider factors in addition to the following minimum requirements:

(a) Exterior materials on all Dwellings shall be limited to brick, rock, cultured stone, stucco, hardy board, hardy plank or hardy shingle or similar manufactured materials of equal quality. Upon the express written approval of the Architectural/Technical Committee, other exterior building materials may be used. Exceptions to the foregoing requirements may be allowed to accommodate an architectural duplication of a certain era or style, such as Victorian. No Dwellings shall be constructed with readily combustible exterior finishes, which prohibition shall preclude without limitation wood shingles, wood soffits, wood fascia and wood siding. No less than 25% of the combined area of the front and the two sides of each Dwelling must be finished with exterior materials consisting of either rock, brick or cultured stone. For purposes of calculating the combined area of the front and the two sides of each Dwelling, the windows, doorways and other cut-outs shall not be included. For example, the foregoing requirement may be satisfied by placing all of the required square footage of rock, brick or cultured stone on the

front of the Dwelling (in excess of 25% of the area of the front of the Dwelling) and not placing any rock, brick or cultured stone on either of the two sides of the Dwelling.

(b) No dome, A-frame or modified A-frame Dwellings shall be allowed or constructed.

(c) No prefabricated Dwellings or trailers shall be allowed or constructed.

(d) Roofs on all buildings shall be constructed with a minimum pitch angle of 6:12. All roofs shall be made of fire resistant dimensional shingles or other roofing materials approved by the Architectural/Technical Committee. The shingles must be a minimum of 30 year dimensional shingles.

(e) All buildings, structures and improvements on any Lot shall comply with the construction guidelines and specifications of the planning and building department of the governmental authority having jurisdiction over the Subdivision.

(f) All fencing within the Subdivision must be approved by the Architectural/Technical Committee. All fencing must be in compliance with Eagle Mountain's height and set-back requirements. No chain link fences of any type are allowed for perimeter fencing of any lot within the Subdivision (dog run's not being considered as perimeter fencing).

6.7 Slope and Drainage Control. No Improvement, planting or other material shall be placed or permitted to remain, nor shall any other activities be undertaken, which may damage or interfere with established slope ratios, which create erosion or sliding problems, or which may change the direction or 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 within 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. All Lot Owners shall retain and control all water runoff from such Owner's Lot or Lots, so as not to damage or hinder other Lots or Owners.

6.8 Landscaping. The Landscaping of the front yard of each Lot, including the planting of grass or the placement of sod, and the planting of at least 3 trees per front yard and a minimal number of shrubs, must be completed within twelve (12) months from the time the construction of the Dwelling is commenced. Backyards, should the property owner prefer, does not require landscaping under guidelines set forth. The Owner of each Lot within the Subdivision shall keep such Owner's Lot clean of weeds and trash. If the Owner fails to do so, the Declarant or the Architectural/Technical Committee shall have the right to cause such maintenance work to be done and to cause the cost of such maintenance work to be charged to and paid by the Owner of such Lot. The recordation by the Declarant and/or the Architectural/Technical Committee in the Office of the Recorder of Utah County, Utah of a Notice of Charge against the Owner of any Lot shall constitute a lien against such Lot, which lien shall remain in effect until such amount, together with interest thereon at the rate of eighteen percent (18%) per annum from the date of such Notice of Charge, is paid. Thereupon the Notice of Charge shall be released of record.

## ARTICLE VII

### OWNERS' MAINTENANCE OBLIGATIONS

7.1 Duty to Maintain. It is the obligation of the Owner of each Lot to maintain properly his Lot and the Improvements to the Lot in a good state of repair and an attractive, safe, and healthy condition at all times in order to preserve and enhance the enjoyment of the Subdivision.

7.2 Alterations of Exterior Appearance. The Owners will maintain their Lots and Improvements in substantially the same condition and appearance as that approved by the Architectural/Technical Committee. No subsequent exterior alterations, improvements or remodeling, whether structural or cosmetic, will be made without the advance written consent of the Architectural/Technical Committee.

7.3 Repair Following Damage. In the event of casualty loss or damage to the Improvements, the Owner will be entitled to reconstruct the Improvements as they existed prior to the damage or loss without review by the Architectural/Technical Committee, provided however that alterations or deviations from the originally approved plans will require review. Nothing in this Declaration is intended to prevent an Owner who has suffered property damage or loss from taking temporary measures to secure the property and prevent further damage, or to prevent injury or dangerous conditions following loss or damage, before reconstruction begins. Such temporary measures may be taken without the consent or approval of the Architectural/Technical Committee, provided that any such measures must be of a temporary nature, and repair or reconstruction must begin as soon as circumstances will permit. No damaged structure will be permitted to remain on any Lot for more than 90 days without repairs commencing, and any damaged structure which does remain unrepaired after 90 days following the occurrence of damage is deemed a nuisance which may be abated by the Architectural/Technical Committee.

## ARTICLE VIII

### CONSTRUCTION COVENANTS

8.1 Introduction. In order to minimize the disturbance of the Property within the Subdivision during any construction activities, and to minimize the inconvenience to adjoining Owners, the following construction regulations shall be enforced. These regulations shall be made a part of the construction contract between the Owner and the builder of each Dwelling or other Improvements on a Lot. The Owner shall be bound by these regulations, and violations committed by the builder or its employees, subcontractors or others shall be deemed a violation by the Owner for which the Owner shall be liable.

8.2 Construction Debris Removal. The builder must comply with the ordinances of Eagle Mountain and the requirements of the Architectural/Technical Committee requiring the placement and maintenance of a trash container or dumpster on the Lot. The builder shall collect trash at the end of each work day and deposit construction trash, packing material, unusable scraps, and other debris in a suitable container, protected from the wind. Such container shall be

regularly serviced. No trash may be burned, buried, or otherwise disposed of on the Property. No concrete trucks may be cleaned out on the Lot, the Property or anywhere within the Subdivision.

8.3 Construction Area Appearance. The Lot must be maintained in a reasonably organized and neat condition at all times during the construction of a Dwelling or other Improvements. Once the Dwelling is enclosed, materials shall be stored inside the Dwelling and out of sight, whenever practical and possible.

8.4 Sanitary Facilities. The builder is responsible for the installation and maintenance of an approved portable toilet facility during construction. The portable toilet must be located on the Lot at a location approved by the Architectural/Technical Committee and must be removed from the site at such time as the permanent plumbing system is operational.

8.5 Construction Parking and Vehicles. Construction crews must park their vehicles on the Lot on which they are working or on the street in front of such Lot and shall not use or park on any other Lot or any other Property within the Subdivision. All vehicles must be parked to allow the free flow of traffic within the Subdivision.

8.6 Removal of Mud. The builder is responsible for cleaning up and removing mud from the construction site that is deposited on the Roadways of the Subdivision.

8.7 Duration of Construction. No construction shall be undertaken without a building permit and all other necessary permits from Eagle Mountain City and any other governmental entity having jurisdiction over construction on the site. No materials, tools, temporary offices or portable toilets, excavation or construction equipment or similar materials or equipment may be delivered to the site prior to the issuance of the permit(s). It is the obligation of the Owner to proceed with construction with all reasonable speed once construction has commenced, and in any event, all exterior surfaces of the Dwelling shall be substantially complete within a period of six months from commencement. All landscaping and soil stabilization work must be completed as soon as possible after completion of the exterior of the Dwelling, but in no event later than the summer following completion of the exterior of the Dwelling.

8.8 Repair of Damage. Each Owner is responsible for the prompt repair of any damage to any Property within the Subdivision caused by or incidental to such Owner's construction, including without limitation any cracked or broken sidewalks. The Declarant or the Architectural/Technical Committee, if necessary, may initiate legal action against any Owner for the repair of damage that occurs from construction activity pertaining to that Owner's Lot. The Declarant or the Architectural/Technical Committee shall be entitled to record a Notice of Charge against such Owner's Lot until all such damage is repaired and paid for, in the manner described in Section 6.8 above.

## ARTICLE IX

### GENERAL PROVISIONS

9.1 The covenants, conditions, and restrictions contained in this Declaration may be enforced as follows:

9.2 Violation Constitutes Nuisance. The violation of the provisions of this Declaration is deemed to be a nuisance, and the Owner of the Property on which the violation occurs is responsible for the removal or abatement of the nuisance.

9.3 Remedies.

(a) Any single or continuing violation of the covenants contained in this Declaration may be enjoined in an action brought by the Declarant (for so long as the Declarant is the Owner of any Lot), by any other Owner, or by the Architectural/Technical Committee in its own name. In any action brought to enforce these covenants, the prevailing party shall be entitled to recover as part of its judgment all of the reasonable costs of enforcement, including attorneys' fees and costs of litigation.

(b) Nothing in this Declaration shall be construed as limiting the rights and remedies that may exist at common law or under applicable federal, state, or local laws and ordinances pertaining to health, safety, abatement of nuisances or other matters. The remedies available under this Declaration are to be construed as being in addition to all other remedies available at law.

(c) The remedies available under this Declaration and at law or equity generally are not to be considered as exclusive, but rather as cumulative.

(d) The delay or failure by anyone to take enforcement action with respect to any violation of this Declaration shall not be construed as a waiver of the covenants contained in this Declaration with respect to such violation or with respect to any other violations.

9.4 Severability. Each of the covenants, conditions, restrictions and provisions contained in this Declaration shall be independent of the others, and in the event that any covenant, condition, restriction or provision of this Declaration is found to be invalid, unenforceable or illegal by a court of competent jurisdiction, the remaining covenants, conditions, restrictions and provisions of this Declaration shall remain in full force and effect.

9.5 Limited Liability. Neither the Declarant, or the Architectural/Technical Committee or its individual members, nor any Owner shall have personal liability to any other Owner for actions or inactions taken pursuant to the terms of this Declaration, provided that any such actions or inactions are the result of the good faith exercise of their judgment or authority under this Declaration and without malice.

9.6 Term of Declaration, Renewal. This Declaration shall expire fifty years from the date it is first recorded with the Recorder of Utah County, Utah, provided however that in the last year prior to expiration, the Owners of eighty percent (80%) of the Lots may, by written notice which is recorded with the Recorder of Utah County, Utah, agree to extend the term of this Declaration for a period of an additional twenty years, and at the end of each additional period of twenty years thereafter, the Owners of eighty percent (80%) of the Lots may, by written notice which is recorded with the Recorder of Utah County, Utah, agree to extend the term of this Declaration for a period of twenty additional years.

9.7 Amendment, Mortgagee Not Bound. At any time while this Declaration is in effect, the Owners of eighty percent (80%) of the Lots subject to this Declaration may amend the provisions of this Declaration, provided that if the Declarant owns or controls an interest in any Lot within the Subdivision at the time of the proposed amendment, the consent of the Declarant will be required. Any such consent shall be in the exclusive judgment of the Declarant. Any amendment must be in writing and must be properly recorded in the Office of the Recorder of Utah County, Utah. No amendment will be binding upon the holder of any mortgage or trust deed on any Lot which mortgage or trust deed is of record at the time of the amendment, unless the mortgage or trust deed holder joins in the amendment. This Declaration may not be repealed by amendment.

9.8 Constructive Notice. Every person who owns, occupies, or acquires any right, title or interest in any Lot in the Subdivision is conclusively deemed to have notice of this Declaration and its contents, and to have consented to the application and enforcement of each of the provisions of this Declaration against such Owner's Lot, whether or not there is any reference to this Declaration in the instrument by which such Owner acquires an interest in any Lot.

9.9 Reservation of Easements. Easements affecting the Lots within the Subdivision are reserved as shown on the Plat for utility installation and maintenance, drainage and other purposes as designated on the Plat.

9.10 Notices. All notices under this Declaration are deemed effective 72 hours after mailing, whether delivery is proved or not, provided that any mailed notice must have postage pre-paid and be sent to the last known address of the party to receive notice. Notices delivered by hand are effective upon delivery.

9.11 Liberal Interpretation. The provisions of this Declaration shall be interpreted liberally to further the goal of creating a uniform plan for the development of the Subdivision. Section headings are inserted for convenience only and shall not be considered in the interpretation of the provisions. The singular shall include the plural, and the plural shall include the singular. Any reference to gender is intended to include masculine, feminine and neuter as well.

9.12 No Public Right or Dedication. Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any part of the Subdivision to the public or for any public use, except as specifically shown on the Plat.

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

D.R. HORTON, INC.,  
a Delaware corporation

By: 

Title: V.P. Land Acquisition - UTAH



STATE OF UTAH )  
 : ss.  
COUNTY OF UTAH )

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The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of JULY, 2006 by Micah Peters in his capacity as the V.P. Land Acquisition of D.R. Horton, Inc., a Delaware corporation.

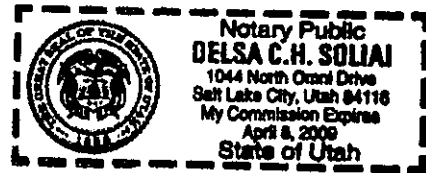
Delisa C.H. Soljai

NOTARY PUBLIC

Residing at: 1044 North Grand Drive  
Salt Lake City, Utah 84116

My Commission Expires:

April 8, 2009



**EXHIBIT "A"**

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**TO  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR THE WESTVIEW HEIGHTS SUBDIVISION**

**Legal Description of the Property**

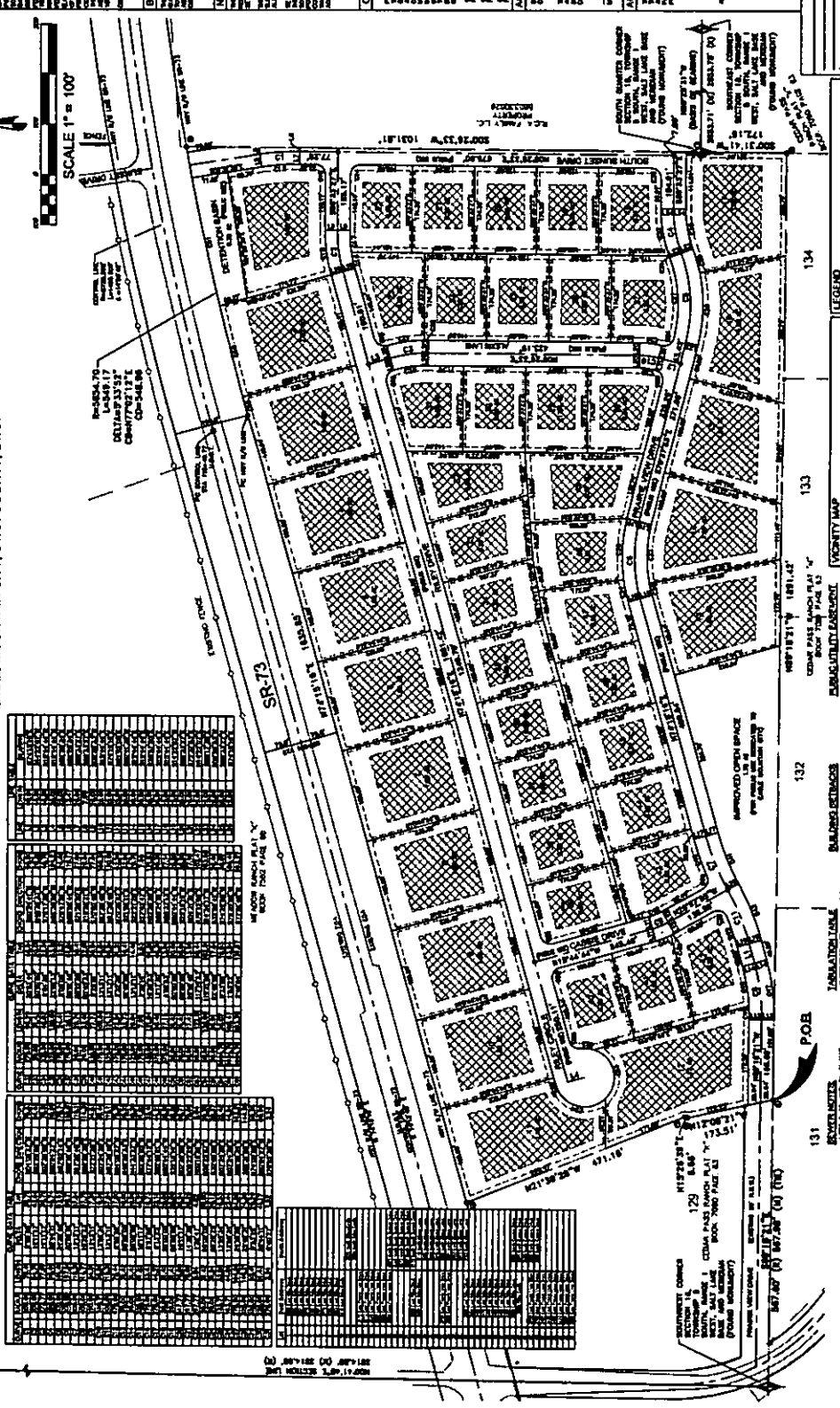
All of Lots 1-49, inclusive of WESTVIEW HEIGHTS subdivision, according to the official plat thereof on file and of record in the Office of the Recorder of Utah County, Utah.

**EXHIBIT "B"**

**Eagle Mountain City Animal regulations**

# WESTVIEW HEIGHTS SUBDIVISION

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 18 AND THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH



**SURVEYOR'S CERTIFICATE**  
 I, [Name], a duly licensed Professional Engineer, State of Utah, do hereby certify that I have personally supervised the survey and subdivision of the above described land, and that the same is true and correct according to the best of my knowledge and belief, and that the same is in accordance with the laws and regulations of the State of Utah relating to the subdivision of land. My commission expires on [Date].  
 [Signature]

**BOUNDARY DESCRIPTION**  
 The corners of the section were marked by iron pins, and the corners of the quarter sections were marked by iron pins, and the corners of the lots were marked by iron pins. The survey was made on the 15th day of [Month], 2006. The bearings and distances were as follows: [Detailed description of bearings and distances for the boundary].

**CAUSE OF RESERVE**  
 The purpose of this reserve is to provide a public use, and to provide for the future needs of the community. The reserve is located on the [Location] side of the [Street].

**NARRATIVE OF BOUNDARY**  
 The boundary of the subdivision is shown on the attached map. The boundary is defined by the bearings and distances of the lines shown on the map. The boundary is shown in red ink on the attached map.

**OWNER'S DECLARATION**  
 I, the owner of the land, do hereby declare that the above described land is my own, and that I have no interest in the land other than the interest shown on the attached map. I have no interest in the land other than the interest shown on the attached map.

**AGREEMENT**  
 I, the owner of the land, do hereby agree to the subdivision of the land as shown on the attached map. I have no objection to the subdivision of the land as shown on the attached map.

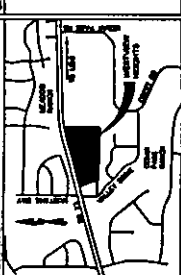
**ACCEPTANCE BY CITY OF EAGLE MOUNTAIN**  
 I, the Mayor of the City of Eagle Mountain, do hereby accept the subdivision of the land as shown on the attached map. I have no objection to the subdivision of the land as shown on the attached map.

**CONDITIONS OF APPROVAL**  
 The subdivision is approved on the condition that the owner of the land shall comply with the following conditions: [List of conditions].

**WESTVIEW HEIGHTS SUBDIVISION**  
 EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH



**LEGEND**  
 [Symbol] Public Use Reserve  
 [Symbol] Public Use Reserve - [Description]  
 [Symbol] Public Use Reserve - [Description]



**ADDITIONAL NOTES**  
 [List of additional notes and specifications for the subdivision.]



**TITLE 1  
CHAPTER 17  
ANIMAL REGULATIONS**

**Sections:**

- 17.1 What This Chapter Does.**
- 17.2 Purpose.**
- 17.3 Existing Animal Uses.**
- 17.4 General Animal Regulations for All Zones.**
- 17.5 General Animal Regulations for the Agriculture Zone.**
- 17.6 General Animal Regulations for the Commercial Zone.**
- 17.7 General Animal Regulations for the Industrial Zone.**
- 17.8 General Animal Regulations for the Airpark Zone.**
- 17.9 General Animal Regulations for the Residential Zone- Permitted Use.**
- 17.10 Conditional Use.**
- 17.11 Kennels and Hobby Breeders.**
- 17.12 Wild Animals.**
- 17.13 Definitions.**

**17.1 What This Chapter Does.**

This Chapter establishes the land use regulations for Animal uses and possession within the limits of Eagle Mountain City.

**17.2 Purpose.**

The purpose of this Chapter is to ensure that Animals may be kept within the City in a manner that does not jeopardize the health or safety its residents or cause a nuisance.

**17.3 Existing Animal Uses.**

The keeping of any Animal which existed lawfully prior to the effective date of this ordinance which is not allowed under this ordinance, may be continued as a nonconforming use, except that if the nonconforming use is discontinued for six (6) months, one (1) year, or more it shall then be deemed Abandoned and any future keeping of Animals shall be in conformity with this ordinance.

**17.4 General Animal Regulations for All Zones.**

All areas to be used by Animals shall be adequately fenced so as to prevent their escape. No more than six (6) birds or other flying animals shall be kept on any lot within one thousand (1000) feet of an airport. Available Fenced Animal Areas shall be located in rear or side yards and may include barns, corrals, pens, or other facilities directly related to the care, shelter or feeding of the animals, but shall not include the home or other accessory buildings.

**17.5 General Animal Regulations for the Agriculture Zone.**

Livestock may be kept in the Agriculture Zone on lots greater than five (5) acres in size, but shall be maintained in conditions that are healthy and do not pose a nuisance due to smell, noise, or unsightly trash or dilapidated buildings.

**17.6 General Animal Regulations for the Commercial Zone.**

It shall be unlawful to possess Livestock or other Animals in the Commercial Zone, except in approved pet stores, boarding or grooming kennels, or as otherwise provided in this Chapter.

**17.7 General Animal Regulations for the Industrial Zone.**

It shall be unlawful to possess Livestock or other Animals in the Industrial Zone, except as otherwise provided in this Chapter.

**17.8 General Animal Regulations for the Airpark Zone.**

It shall be unlawful to possess Livestock or other Animals in the Airpark Zone, except in approved pet stores or as otherwise provided in this Chapter.

**17.9 General Animal Regulations for the Residential Zone- Permitted Use.**

Table 17.1 Residential Zone Livestock Requirements, identifies the minimum lot size, area requirements, number and type of livestock that may be kept as a permitted uses within the Residential Zone.

**17.10 Conditional Use.** The Planning Commission may consider exceptions to Table 17.1 Residential Zone Livestock Requirements, through a Conditional Use permit process.

**17.10.1** The Planning Commission shall review Conditional Use permits in accordance to the standards contained in Chapter 19 Conditional Uses.

**17.10.2** The Planning Commission shall conduct a public hearing in accordance with Chapter 19 Conditional Uses.

**17.10.4** If an approved plan is violated or causes situations that become a nuisance to adjoining property owners the Conditional Use shall be subject to revocation by the Code Enforcement or Animal Control Officer.

**17.11 Kennels and Hobby Breeders.**

A City-issued license shall be required for all Kennels and Hobby Breeder Kennels. Kennels and Hobby Breeder Kennels are both Conditional Uses, which shall be approved by the Planning Commission. Kennels shall only be approved in the Agriculture Zone on lots greater than forty acres in size and in approved Industrial Zones. Hobby Breeder Kennels may be approved as a Conditional Use in the Residential, Agriculture, and Airpark Zones.

**17.12 Wild Animals.**

It is unlawful for any person to sell, offer for sale, barter, give away, keep, own, harbor, or purchase any wild animal, except for government agencies or otherwise as provided for by state or federal regulations. The keeping of any wild animal which existed prior to the effective date of this Ordinance may be continued, except that if it is discontinued for six (6) months or more it shall then be deemed abandoned and any future keeping of wild animals shall be in conformity with this Ordinance.

**17.13 Definitions.**

For the purposes of this Ordinance, each of the following words and phrases shall have the following meaning:

(a) "Animal" means birds, reptiles, and mammals other than the genus homo-sapiens. An animal's offspring shall be considered a separate unit upon completion of weaning.

(b) "Hobby Breeder Kennel" means a dog or cat breeder that has been given conditional use approval to keep a limited number of animals, as approved in a conditional use

permit, in a residential area, subject to all provisions of the Animal Control Ordinance and this Title.

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(c) "Kennel" means any lot, building structure, enclosure or premises whereupon or wherein five (5) or more dogs over four (4) months of age are kept or maintained for any purpose. Including boarding, breeding, buying, grooming, letting for hire, training for fee, or selling.

(d) "Livestock" means all animals of the equine, bovine, or swine class, including goats, sheep, mules, horses, hogs, cattle, and other grazing animals, and all ratites, including, but not limited to, ostriches, emus, and rheas.

(e) "Wild animals" means any animals of a species that in their natural life are wild, including hybrids and animals which, as a result of their natural or wild condition, cannot be vaccinated effectively for rabies. These animals, however domesticated, shall include but not be limited to:

- (1) Alligators and crocodiles;
- (2) Bears (Ursidae). All bears, including grizzly bears, brown bears, black bears, etc.;
- (3) Cat Family (Felidae) . All except the commonly accepted domesticated cats, and including cheetah, cougar, leopard, lion, lynx, panther, mountain lion, tiger, wildcat, etc.;
- (4) Dog Family (Canidae). All except domesticated dogs, and including wolf, part wolf, fox, part fox, coyote, part coyote, dingo, etc.;
- (5) Porcupine (Erethizontidae);
- (6) Primate (Non-human). All subhuman primates;
- (7) Raccoon (Prosynnidae). All raccoons, including eastern raccoon, desert raccoon, ringtailed cat, etc.;
- (8) Skunks;
- (9) Venomous fish and piranha;
- (10) Venomous snakes and lizards;
- (11) Weasels (Mustelidae). All including weasels, martens, wolverines, badgers, otters, ermine, mink, mongoose, etc.

A complete list of other definitions related to animal control may be found in the City's adopted Animal Control Ordinance.

**Table 17.1- Residential Zone Livestock Requirements\***

Animal	Max. Number Allowed on Lots			Available Fenced Area per Animal	Setback from residence or other periodically inhabited building	Minimum Lot Size
	1/2 to 1 Acre	1 to 3 Acres	More than 3 Acres			
Horse/Mule	0	4	12	22,000 s.f. per 1-4 animals	50	1 Acre
Buffalo	0	2	6	22,000 s.f. per 1-4 animals	150	1 Acre
Cattle	2	4	12	2500 s.f.	50	1/2 Acre
Donkey	2	4	12	2500 s.f.	50	1/2 Acre
Llama	2	4	12	2500 s.f.	50	1/2 Acre
Emu/Ostrich	4	8	16	500 s.f.	50	1/2 Acre
Sheep/Goat	4	8	16	500 s.f.	50	1/2 Acre
Pig (all kinds)	2	4	8	500 s.f.	150	1/2 Acre

\*The setback requirement is measured from the closest point of the available fenced animal area to a residence or building on an adjacent lot.

\*Exceptions to these standards must be presented by the property owner through an alternative animal management plan to be heard by the Planning Commission. Approval of the plan by the Commission shall be considered a Conditional Use and shall be subject to all required conditions. If an approved plan is violated or causes situations that become a nuisance to adjoining property owners the conditional use shall be subject to revocation by the Code Enforcement or Animal Control Officer.