

After Recording Return to:

**DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS & EASEMENTS**  
For Mountain Views Subdivision, a Covenanted Subdivision  
Weber County, Utah

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR MOUNTAIN VIEWS SUBDIVISION, a Covenanted Subdivision (this "Declaration") is made and executed as of the last date set forth in the notarized signature below, by Mountain Views Land & Livestock, LLC, a Utah limited liability company, ("Declarant") and is made effective as of the date recorded in the Weber County Recorder's Office.

**RECITALS:**

(A) The Declarant is the record owner of certain real property located in Weber County, Utah and more particularly set forth in **Exhibit "A"** (the "Property").

(B) Declarant intends to develop a residential subdivision on the Property. Declarant desires to subject the Property to the terms of this Declaration, which are deemed to be covenants running with the land mutually burdening and benefitting each of the Lots within the Subdivision. These covenants, conditions and restrictions may be enforced by the Declarant during the Declarant Control Period and any Owner thereafter.

(C) There are no Common Areas within the Property to be maintained and, thus, no homeowners association is being formed. Any utility lines, roads, storm drainage, irrigation facilities and necessary easements are being dedicated to the City or private irrigation companies.

(D) Declarant may in its sole discretion expand the Property subject to this Declaration by the annexation of all or part of the lands adjacent to the Property. The annexation of any such land shall become effective upon the recordation in the office of the County Recorder of Weber County, Utah, of (a) a subdivision plat or map covering the land to be annexed into the Subdivision and (b) if there are any changes to covenants affecting subsequent phases, a supplemental declaration which sets forth such additional limitations, restrictions, covenants and conditions as are applicable to the annexed land. Declarant has no obligation hereunder to annex any additional land to the Subdivision. Additionally, future phases may be governed independently by future homeowner associations.

(E) No provision of this Declaration shall prevent the Declarant from doing any of the following, which shall be deemed to be among Declarant's reserved rights in addition to such rights as may be described elsewhere in this Declaration: (1) installation and completion of the

Subdivision Improvements; (2) use of any Lot owned by the Declarant as a model home, or for the placement of a temporary construction or sales office; (3) installation and maintenance of signs incidental to sales or construction which are in compliance with applicable City or County ordinances; (4) assignment of Declarant's rights under this Declaration in whole or part; and (5) retention of Declarant's rights with respect to subsequent phases. A supplemental declaration, with such modifications or supplemental provisions as may be deemed appropriate by Declarant on a phase-by-phase basis, may be recorded to address differences in the circumstances affecting any Lots to be constructed after the initial phase.

(F) These Recitals are made a part of this Declaration.

## **COVENANTS, CONDITIONS AND RESTRICTIONS**

### **ARTICLE I - DEFINITIONS**

1.0 Unless the context clearly requires the application of a more general meaning, the following terms, when used in the Declaration, shall have the following meanings:

(A) "City" shall mean West Warren Township, Utah and any appropriate departments or officials (if any).

(B) "County" shall mean Weber County, Utah and its appropriate departments, officials and boards.

(C) "Declarant" shall mean and refer to Mountain Views Land & Livestock, LLC, and its successors and assigns.

(D) "Declaration" shall mean this Declaration of Covenants, Conditions, Restrictions and Easements for Mountain Views Subdivision, a Covenanted Subdivision,

(E) "Dwelling" shall mean the single-family residence built or to be built on any Lot, together with all Improvements located on or serving only the Dwelling.

(F) "Improvement" shall mean all structures and appurtenances of every type and kind, including but not limited to buildings, Dwellings, garages, barns, sheds, walkways, retaining walls, driveways, fences, landscaping, decks, stairs, poles, lighting, signs, satellite dishes or other antennas, and any mechanical equipment located on a Lot.

(G) "Lot" shall mean any numbered building Lot shown on any official and recorded Plat(s), including the Dwelling and all Improvements located thereon.

(H) "Owner" shall mean and refer to the person who is the Owner of record (in the office of the County Recorder of Weber County, Utah) of a fee simple or an undivided interest in

any Lot. Owner may include a non-natural, but legally recognized entity, such as a limited liability company, corporation, partnership, limited partnership, trust, and/or other legally entity recognized by Utah State law. Accordingly, such an Owner may designate a natural person of its selection as Owner's agent to serve and act in the Owner's place. Notwithstanding the foregoing, an Owner may designate only one natural person to serve as its agent at any one time. The term "Owner" shall not mean or include a mortgagee or a beneficiary of trustee under a deed of trust unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof. "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.

(I) "Plat(s)" shall mean an official and recorded plat of Mountain Views Subdivision, including all subsequent phases when recorded, as approved by the County and recorded in the office of the Weber Recorder, as it may be amended from time to time.

(J) "Subdivision" shall mean all phase 1 of Mountain Views Subdivision.

(K) "Subdivision Improvements" shall mean all improvements to be installed outside the boundaries of Lots or within easements as identified on the Plats that are necessary to provide public road access and/or private road access and utility service to the Lots and including other construction work required to comply with any conditions of City or County or other governmental agencies to the approval of the Subdivision or any Plat(s) thereof.

## **ARTICLE II – EASEMENTS & RIGHTS**

2.1 Reservation of Access and Utility Easements. Declarant hereby reserves an easement for access and utilities (including but not limited to: electrical, gas, communication, phone, internet, cable, sewer, drainage and water facilities) over, under, along, across and through the Property, together with the right to grant to a City and County, or any other appropriate governmental agency, public utility or other utility corporation or association, easements for such purposes over, under, across, along and through the Property upon the usual terms and conditions required by the grantee thereof for such easement rights.

2.2 Easements for Construction and Development Activities. Declarant reserves easements and rights of ingress and egress over, under, along, across and through the Property and the right to make such noise, dust and other disturbance as may be reasonably incident to or necessary for the (a) construction of Dwellings, (b) to maintain sales or leasing offices, management offices and models, (c) installation of Subdivision Improvements, and (d) the rights of annexation and de-annexation.

2.3 SWPPP Compliance. Owners shall be responsible for construction activities on their Lots and their contractors with respect to SWPPP compliance. Owners shall indemnify Declarant for any fines, costs, fees or enforcement action against Declarant for activities with regard to construction activities on an Owner's Lot or work provided by an Owners' contractors.

2.4 Income Generated from Service Providers. Declarant, as owner of the real property at the time it is annexed into the Subdivision through recordation of a plat, which includes the dedication of certain utility easements to the City or County, may negotiate terms with service providers that desire to install infrastructure to provide services to owners in the Subdivision. During the Declarant Control Period, any income gained from these negotiations with service providers by Declarant may be retained by the Declarant.

2.5 Right to Modify Lot Boundaries and Interior Boundary Lines. Declarant reserves the unilateral right to modify Lot boundaries and interior boundary lines and/or combine Lots or Dwellings so long as it owns the Lot(s).

2.6 Repurchase Option for Construction Defect Claims. In the event any Owner shall alleges construction Defect claims against Declarant with respect to their Lot, Declarant shall have the option, but not the obligation, to purchase such Lot on the following terms and conditions:

- (a) The purchase price shall be an amount equal to the sum of the following, less any sums paid to such Owner under any homeowner's warranty, in connection with the alleged defect:
  - (i) The purchase price paid by the original Owner for the Lot (including the Dwelling) when originally purchased from Declarant;
  - (ii) The agreed upon value of any improvements made to the Lot by anyone other than Declarant; and
  - (iii) The Owner's reasonable moving costs.
- (b) Close of escrow shall occur not later than forty-five (45) days after written notice from Declarant to the Owner of Declarant's intent to exercise the option herein.
- (c) Title shall be conveyed to Declarant free and clear of all monetary liens and other encumbrances other than non-delinquent real estate taxes.
- (d) Exercise of the repurchase option as provided for herein above shall constitute full and final satisfaction of all claims relating to the subject Lot. The Owner shall promptly execute and deliver any notice of dismissal or other document necessary or appropriate to evidence such satisfaction.
- (e) Declarant's option to repurchase granted herein with respect to any particular Lot shall automatically terminate upon the expiration of the last applicable statute of limitations applicable to any construction or warranty claim governing such Lot including all applicable tolling periods.
- (f) This Article may not be amended except with the prior written consent of the Declarant during the Class B Control Period.

### **ARTICLE III - DECLARANT CONTROL PERIOD & ANNEXATION**

3.1 The Declarant Control Period runs until ninety (90) days after the first to occur of the following:

- (a) When 100% of Lots have been sold or conveyed to Persons other than Declarant or its assigns, successors, subsidiaries, related construction entities, or other entities established by Declarant, or Declarant's members, for the purpose of constructing Dwellings on the Lots; or
- (b) When, at its discretion, the Declarant so determines.

3.2 Annexation by Declarant. Declarant may from time to time expand the Property subject to this Declaration by the annexation of additional property. The annexation of any such land shall become effective upon the recordation in the office of the County Recorder of Weber County, Utah, of a subdivision plat covering the land to be annexed. If applicable, Declarant may record a supplemental declaration when additional limitations, restrictions, covenants and conditions as are applicable to the annexed land. When any such annexation becomes effective, the annexed land shall become part of the Subdivision and subject to this Declaration. Notwithstanding, Declarant has no obligation hereunder to annex any additional land to the Subdivision.

### **ARTICLE IV - ARCHITECTURAL RESTRICTIONS**

4.1 Licensed General Contractor. No Dwelling shall be erected on any Lot except by a licensed general contractor duly qualified and licensed by the appropriate governmental authorities.

4.2 Construction Commencement & Completion.

- (a) Construction of the Dwelling must commence within two (2) years of the purchase of a Lot.
- (b) Prior to commencement of construction of the Dwelling, the Lot may not be utilized for storage of vehicles, recreational equipment, other equipment, materials, or any other items.
- (c) When construction has started on any Dwelling or other structure, work thereon must be completed within 18 months.
- (d) The front yard of each Lot shall be landscaped within a period of one (1) year following completion of the Dwelling.

4.3 Topography. Dwellings should be designed to fit the existing topography of the Lot without excessive manipulation of the site by cut or fill. The finish grade around the Dwelling should remain as close as possible to the original grade.

4.4 Minimum Requirements. No Dwelling shall be erected or placed upon any Lot

within the Subdivision unless the following minimum requirements are met:

- (a) Above ground square footage of the Dwelling, exclusive of garages, porches and decks, shall be no less than 2,500 square feet.
- (b) At least 20% of the front façade of the Dwelling must include stone, brick, rock, or other similar material.
- (c) Owners shall utilize natural tones.
- (d) Every garage shall be serviced by a driveway, which shall be of sufficient width and depth so as to park two vehicles side by side completely out of the street right of way. All driveways are to be constructed of concrete or asphalt.

4.5 Exemption of Declarant. At any time during the Class B Control Period, Declarant is exempt from this Article.

#### **ARTICLE V - OWNERS' MAINTENANCE OBLIGATIONS**

5.1 Duty to Maintain. It is the obligation of each Owner to maintain their Lot at all times in order to preserve and enhance the enjoyment of the Subdivision. The Owner shall be responsible for keeping the Dwelling and Improvements thereon in a clean and sanitary condition, free of pests and rodents, and generally uncluttered. If any such Lot shall develop an unclean or unsanitary condition or fall into a state of disrepair, and in the event that the Owner of such Lot shall fail to correct such condition or state of disrepair promptly following written notice from the Declarant, during the Declarant Control Period, or an Owner following the termination of the Declarant Control Period, the Declarant or Owner shall have the right under the Declaration to petition any court of competent jurisdiction, for legal or equitable relief.

5.2 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. 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 injury or dangerous conditions following loss or damage before re-construction begins, provided that any such measure must be of a temporary nature, and repair or reconstruction must begin as soon as circumstances will permit. Unless delayed by City/County approval or insurance carrier approval, no damaged structure will be permitted to remain on any Lot for more than 90 days without repairs commencing.

#### **ARTICLE VI - USE LIMITATIONS & RESTRICTIONS**

6.1 Single Family. All Lots shall be used only for single-family residential purposes. "Single Family" shall mean one household of persons related to each other by blood, marriage, or adoption maintaining a common household, or one group of not more than two unrelated persons.

6.2 Zoning Regulations. The lawfully enacted zoning regulations of the City and/or County, and any building, fire, and health codes are in full force and effect in the Subdivision. No Lot may be occupied in a manner that is in violation of any statute, law or ordinance.

6.3 Yards. For purposes of this Article, “front yard” shall mean the area from the rear corners of a Dwelling moving forward to the public street. “Back yard” shall mean from the rear corners of a Dwelling moving to the rear property line of the Lot. The purpose and intent is to keep a clean and more uniform appearance for front yards in the Subdivision and providing Owners with more freedom of design in the rear yards, consistent with this Declaration and local ordinances.

- (a) Swales: It is anticipated that a common swale may traverse the front yard of Lots in the Subdivision. It is the intent that such swale be landscaped and maintained consistently through the Subdivision.
- (a) Fences: Lot perimeter fencing must be constructed of materials and colors approved by the Declarant. No chain-link fence shall be allowed except in small, limited use for animals in the back yard.
- (b) Play Structures. Play structures, trampolines, pools, sports courts, and other similar equipment may be placed only in back yards. Such structures must be designed and constructed in a manner that is aesthetically compatible with the Dwelling and Lot.

6.4 Acceptable Business Uses. Declarant, or other builders, may utilize one or more Lots for purposes of a construction office or sales office during the actual period of construction of the Subdivision or until 100% of the Lots are sold in the Subdivision, whichever occurs later. An Owner may their Lot for a home occupation that is consistent with City or County ordinance. Notwithstanding, such business use may not unreasonably increase traffic, noise or create a nuisance in the Subdivision. Any business that utilizes construction or farm equipment, trailers or similar equipment must be parked or stored in the back yard.

6.5 Farm, Construction & Equipment. All equipment including but not limited to: farm equipment, construction equipment, landscape equipment, excavation equipment, livestock equipment, recreational vehicles, RVs, watercraft, trailers, and similar equipment may not be parked, kept or stored in the front yard of the Dwelling unless within an enclosed garage. Storage of such equipment in the rear yard must be on concrete, gravel or other similar hard surfaces. This restriction also prohibits historic or old farm equipment that may be considered for declaration or aesthetic value in the front yards.

6.6 No Unsightliness. The open storage of any building materials, construction equipment, or construction debris (except during authorized construction of an Improvement); accumulations of debris or waste is prohibited.

6.7 Outdoor Lighting. Outdoor lighting shall be designed to aim downward and reasonably limit the field of light to the confines of the Lot on which it is installed.

6.8 Signs. No signs whatsoever shall be erected or maintained on any Lot, except:

- (i) Such signs as may be required by legal proceedings or Utah law;
- (ii) Construction identification signs 3 feet by 3 feet or less for each Dwelling;
- (iii) A "For Sale" or "For Rent" sign, not more than 2 feet by 2 feet.

6.9 Animals & Livestock. Animals and livestock must be kept consistent with local ordinances. No pen, kennel or other animal or livestock enclosure is permitted in the front yard.

6.10 Rental/Lease Restrictions.

- (a) An Owner may not lease less than the entire Dwelling and Lot.
- (b) Any lease or agreement for non-owner occupancy must be in writing and must be for an initial, minimum term of at least six months.

## **ARTICLE VII - ENFORCEMENT**

7.1 Enforcement & Non-Waiver. During the Declarant Control Period, the Declarant shall have the right to enforce, by any proceeding at law, the covenants contained in this Declaration now or hereafter imposed by the provisions of the Declaration. Following the Declarant Control Period, any Owner shall have the right to enforce, by any proceeding at law, the covenants contained in this Declaration now or hereafter imposed by the provisions of this Declaration. Failure by the Declarant or any Owner to enforce any covenants or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any action brought to enforce these covenants, the prevailing party shall be entitled to recover the reasonable costs of enforcement, including reasonable attorney fees and court costs.

7.2 Violation Deemed a Nuisance. Any violation of these covenants that is permitted to remain on the Property is deemed a nuisance and is subject to abatement by the Declarant (during the Declarant Control Period) or an Owner. 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 for the abatement of nuisances, health and safety, or other matters. This Declaration is to be construed as being in addition to those remedies available at law.

## **ARTICLE VIII - MISCELLANEOUS PROVISIONS**

8.1 Amendment. At any time while this Declaration is in effect, the covenants herein contained can be modified by the Declarant during the Class B Control Period at the sole discretion of the Declarant. Thereafter, the covenants herein contained can only be modified by the affirmative vote of the Owners representing not less than sixty-seven (67%) percent of the total votes in the Subdivision (one vote per Lot). No meeting or voting shall be required for an



amendment, if the required, written consent is obtained from the requisite number of Owners.

8.2 Severability. Each of the covenants contained in this Declaration shall be independent of the others, and in the event that any one is found to be invalid, unenforceable, or illegal by a court of competent jurisdiction, the remaining covenants shall remain in full force and effect.

8.3 Actual & Constructive Notice. Every person who owns, occupies, or acquires any right, title or interest in any Lot 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 provision of this Declaration against their Lot, whether or not there is any reference to this Declaration in the instrument by which they acquire interest in any Lot.

8.4 No Representations and Warranties. Each Owner and occupant understand, agrees, and acknowledges through taking title or residing in the Subdivision that the Declarant has not made any representations or warranties of any kind related to the Subdivision and that each Owner or occupant has not relied upon any representations or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose relative to the Subdivision.

#### **MOUNTAIN VIEWS LAND & LIVESTOCK, LLC**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: Authorized Member

STATE OF UTAH                    )  
  : ss  
COUNTY OF \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, personally appeared before me \_\_\_\_\_, who being by me duly sworn, did say that they are a Member of Mountain Views Land & Livestock, LLC, a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company by authority and said member duly acknowledged to me that said limited liability company approved the same.

\_\_\_\_\_  
Notary Public  
Residing at: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

#### **Exhibit "A"** **Legal Description**

