

# DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR OSAGE COURT SUBDIVISION

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (“Declaration”) affects that certain real property known as all of Lots 1 – 8 Osage Court Subdivision, City of Pleasant View County of Weber, State of Utah (hereinafter “the Subdivision”), filed on the \_\_\_\_\_ day of \_\_\_\_\_, 2020, as Entry No. \_\_\_\_\_ of the records of Weber County, Utah. The following Declarations shall run with the above described land and be binding on all present and future owners thereof, for their mutual benefit and protection.

1. Pleasant View City Zoning and Subdivision Ordinances. All lots in the Subdivision shall be subject to requirements of Pleasant View City Zoning and Subdivision Ordinances and the development and improvement of all lots therein shall be in compliance therewith.
2. Architectural Control Committee. No structure shall be erected, placed or altered on any lot in the Subdivision until the construction plans, specifications and a site plan showing the size and location of the structure have been approved in writing by the Architectural Control Committee (hereinafter “the Committee”), as to quality of workmanship and material, harmony of external design with neighboring structures, compliance with this Declaration, and as to location with respect to topography and finish grade elevation.

The Committee shall initially consist of John W. Hansen, Genneva L. Blanchard and Marc J. Hansen (“Original Committee”). A majority of the Original Committee may designate a representative to act for the Original Committee. All decisions of the Committee (including the Original Committee) shall be made by majority vote, including the removal or appointment of successor Committee Members. If a Committee member resigns or is removed from the Committee, the remaining Members may, by majority vote, elect a replacement member. Upon the completion of construction of a residence on all lots within the Subdivision, the Original Committee members shall no longer be members of the Committee. Thereafter, when any lot owner desires to replace, modify, or construct any structure on a lot within the Subdivision, the lot owner shall, after written notice to all lot owners, cause an election to be held to create a new Committee. The newly elected Committee shall consist of three lot owners and shall not include the lot owner seeking approval. Any lot owner who builds any structure without first creating a Committee and receiving written approval therefrom, shall be in violation of this Declaration and may not claim that the remaining lot owners have abandoned the requirements of this Declaration or waived the right to enforce its provisions. Members of the Committee shall not be entitled to compensation for their services.

Notwithstanding the foregoing provisions, the Committee members shall have no affirmative obligation to investigate and confirm that all construction in the Subdivision

complies with the restrictions contained herein. No Committee member shall have any liability or responsibility for any decisions of lack thereof in carrying out the duties of the Committee member. The sole responsibility for compliance with the provisions of the Declaration shall rest with each lot owner in the Subdivision.

3. Residential Lots. All lots in the Subdivision shall be known and described as single family residential lots. No structures shall be erected, altered, placed or permitted to remain on any lot which is not a single-family dwelling. Any other outbuildings must be approved in advance by the Committee.
4. Dwelling Size, Quality and Exterior Materials. The following minimum finished square foot living area requirement shall apply. Living areas shall be calculated exclusive of garages, open porches, and basements. The "ground floor" as herein referred shall be defined as the first floor with a floor elevation extending above the top back of curb at the driveway approach side of the lot.
  - a. Dwelling Size:
    - One Story Dwellings (Rambler): The required minimum above ground floor finished space shall be 1700 square feet (this does not include bonus room square footage above the garage), with a minimum 2 car attached garage required.
    - Two Story Dwellings: The required minimum ground floor finished space shall be 1,600 square feet, with the second floor being a minimum of 1,200 square feet for a total minimum of 2,800 square feet. All two-story dwellings must have a minimum 2 car attached garage (this does not include bonus room square footage above the garage).
    - Multi-Level Dwelling: There shall be no bi-level, tri-level or split level type homes permitted.
  - b. Dwelling Quality. All construction shall be comprised of new materials. All improvements on a Lot shall be made, constructed and maintained, and all activities on a Lot shall be undertaken, in compliance and conformity with all laws and ordinances of the City of Pleasant View, Weber County, and the State of Utah which may apply, including without limiting the generality of the foregoing, all zoning and land use ordinances.
  - c. Dwelling Architectural Specifics. All homes must be constructed with a minimum two car attached garage.
  - d. Roofs. Roof pitches shall be a minimum of 5/12. The Architectural Control Committee must approve in writing any other variation from this specification.
  - e. Porches. Any dwelling containing a front porch shall construct a minimum 60 square foot porch.
  - f. Exterior-Detached Structures. All exterior materials of any detached structure located on the lot shall be identical to the primary structures unless otherwise approved by the Architectural Control Committee. All property owners are required to check with the governing municipality for building code requirements and zoning restrictions related to said detached structures.

- g. Dwelling Exterior Material. The exterior front of any structure erected in the Subdivision shall have a minimum of 50 percent of its area covered with brick, native, or cultural stone; exclusive of windows, open porches, garage doors and gables. The dwelling's entire exterior shall be made of brick, cultured or natural rock masonry, stucco, Hardiplank or material equal to Hardiplank products or a combination thereof. Cedar lapboard or any other types of wood or wood composite sidings may be allowed with written approval from the Architectural Control Committee. Sides of the dwelling shall have a minimum of a 30% brick or stone wainscot. Vinyl and Aluminum siding shall not be allowed except for the soffit, fascia and/or rain gutter area.
  - h. Shingles. Each dwelling must have at least a 30-year architectural asphalt type shingle.
  - i. Variation. Variety of designs in the streetscape. No builder nor owner may construct repeating exterior designs. The intent of this requirement is to give variety to the street scape.
- 5. Structure Prohibited. No structure of temporary nature, such as a basement, trailer, tent, shack, garage or other outbuilding shall be used on any lot at any time as a residence. No modular, manufactured, mobile, log home or pole barn type home shall be permitted in the neighborhood.
- 6. Animals. Any and all regulations regarding animals are to be in accordance with Pleasant View City ordinances.
- 7. Trash. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept or permitted to remain on any lot except in sanitary containers. No materials shall be kept or stored on any lot that would be unsightly or a fire hazard.
- 8. Signs. No sign of any kind shall be displayed to the public view on any lot except one professional sign of no more than 18" x 24" advertising the property for sale.
- 9. Nuisance. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No inoperable, unlicensed or unregistered vehicles may be maintained or stored on any lot outside of an approved closed structure in the Subdivision.
- 10. Fences. No fence, wall, or other similar structure shall be constructed or placed on any lot nearer the street than the front of the house line, nor shall any fence, wall or similar structure be constructed to a height greater than 6 feet. No chain link fencing is allowed. Any fencing other than vinyl, decorative concrete, decorative iron wrought, or a combination thereof must be approved by the Architectural Control Committee.

11. Lot Landscape Maintenance. All lot owners must maintain their lots in accordance with city requirements, whether or not there are any dwellings on the lot.
12. Obstruction. No fence, wall, bush, natural growth, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the Subdivision roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the R.O.W. street property lines and lines connecting them at points 20 feet from the intersection of the street lines or in the case of a rounded property corner, from the intersection of the street lines extended. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines not precluding safe stopping sight distances. Furthermore, any lot affected by a UDOT site restriction shall be landscaped and/or fenced in accordance with UDOT and Pleasant View City regulations.
13. Water Drain Lines. Owners of Subdivision lots shall be responsible to install and maintain any necessary surface and underground water drain lines within the bounds of such lots.
14. Lot Grading & Drainage. Each homebuilder/owner shall be responsible to grade their lots in such a manner that storm water drainage is directed away from the home and towards streets or their designated drainage systems. In no case shall lots be graded to direct storm water runoff on to neighboring lots.
15. Condition of Public Areas During Construction. All construction within the Subdivision shall be performed in a professional manner. All City Ordinances, including but not limited to, noise and storm water management shall be complied with. Roadways shall be kept clean and clear of debris throughout construction. Dirt, mud or debris left on the roadways shall be swept and removed within eight hours. Each homeowner/homebuilder shall protect the integrity of sidewalks and curb and gutter abutting their lot. Damages to curb, gutter and sidewalks will be assessed at the market rate of repair. All repairs shall be made by and paid for by lot owner/homebuilder in accordance with Pleasant View City regulations. Failure to pay for said repairs will result in a lien being placed on the owner's property.
16. Easements. Easements and rights of way shall be reserved to the undersigned, its successors and assigns, on and over the Subdivision, as shown on the recorded plat, for the erection, construction and maintenance and operation thereon or therein of drainage pipes or conduits, pipes, manholes, pole, wires and other means of conveying to and from lots in the Subdivision, gas, electricity, water, telephone, sewage and other services for the convenience of lot owners in the Subdivision.
17. Duration of Covenants. The covenants contained herein shall run with the land and shall be binding on all owners of lots in the Subdivision from the date hereof for a period of 25 years, at which time said covenants shall continue automatically for successive periods of 10 years each, unless an instrument signed by a majority of the then lot owners in the Subdivision is recorded changing said covenants in whole or in part; provided however that

the covenant to maintain the water drain lines set for in Paragraph 14 above may not be revoked or altered without the written consent of Pleasant View City.

18. Enforcement of Covenants. Any owner of any lot in the Subdivision may enforce the covenants contained herein through any proceeding at law or in equity against any person violating them to enjoin or prohibit any violations and to recover any damages suffered by any lot owner. The prevailing party shall recover all costs and attorney fees.
  
19. Acceptance of Restrictions. All purchasers of lots in the Subdivision shall, by entering into contracts to purchase and accepting deeds for such lots, be conclusively deemed to have consented and agreed to all restrictions, conditions, terms, agreements and covenants herein contained.
  
20. Invalidity. Invalidation of any of the covenants herein contained, in whole or in part, by judgement or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.
  
21. Landscaping. Xeriscape landscaping shall be prohibited in the subdivision. Xeriscape shall be prohibited in park strip along the frontage of each lot. Limited amounts of xeriscape maybe permissible against building structures and fence lines with written approval from the Architectural Control Committee. There shall be no Poplar, Cottonwood, Elm or Tree of Heaven in the subdivision.
  
22. Solar Panels. The use and installation of solar panels shall be governed by the provisions set forth in Exhibit "A" attached and incorporated herein.

IN WITNESS WHEREOF, the undersigned has executed this document this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Pheasant Landing, LLC

By \_\_\_\_\_  
Managing Member

STATE OF UTAH                    )  
  : ss.  
COUNTY OF WEBER            )

On the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ personally appeared before me John W. Hansen, who under oath acknowledged to me that he is the Managing Member of the above-named L.L.C. and that he executed the above instrument for and in behalf of said L.L.C. by authority of the Operating Agreement of Pheasant Landing LLC, a Limited Liability Company.

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NOTARY PUBLIC

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# EXHIBIT "A"

## SOLAR PANEL RESTRICTIONS

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### SOLAR PANEL RESTRICTIONS

- 1.1 **Definition.** As used herein the term "Solar Panel" shall mean a panel designed to absorb the sun's rays as a source of energy for generating electricity or heating.

1.2 **Installation Conditions.** Owners of Lots within Pheasant Landing may install Solar Panels within the Subdivision only when they comply with the requirements herein and receive prior written approval from the Committee. The installation of Solar Panels must comply with the following requirements:

- a. The installation of Solar Panels constitutes an exterior modification that impacts the appearance of the residences within Pheasant Landing. Accordingly, plans and specifications showing the nature, kind, height, materials, color, specific location and the licensed installer of proposed Solar Panels must first be submitted to and approved in writing by the Architectural Committee before any Solar Panel installation work commences.
- b. Solar Panels may only be installed on the roof of a residence.
- c. Solar Panels installed on the roof of a residence may not extend beyond the roof line of the residence.
- d. When Solar Panels are installed on a roof they must be installed on a part of the roof that is not visible from the street that fronts the Lot upon which the Solar Panels are being installed.
- e. Any Solar Panels, as well as any supporting brackets or visible piping or wiring, must be black in color (or, upon written approval from the Committee, must match the color or shade of the existing shingles).
- f. The Owner desiring to install Solar Panels must obtain all applicable governmental permits prior to the start of any Solar Panel installation.
- g. Solar Panels must be installed in accordance with applicable building codes and city ordinances.
- h. As required by Utah law (Utah Administrative Code R156-55a-301) Solar Panels must be installed by a Utah licensed "solar photovoltaic contractor" who is currently certified by the North American Committee of Certified Energy Practitioners (NABCEP).
- i. Solar Panels must be properly maintained, repaired, and replaced at the Owner's sole expense.
- j. If at any time a Solar Panel on a residence ceases to function, is damaged, or is broken or disfigured, the residence Owner shall promptly replace the Solar Panel or remove it from the roof, repair any damage to the roof and restore the roof to its original appearance.

1.3 **Solar Energy System's Production and Cost.** If an Owner desires to install Solar Panels, but



discovers that any of the restrictions contained in paragraphs 1.2(b) or 1.2(d) above would decrease the Solar Panel's energy production by 5% or more, or increases the cost to install the Solar Panels by 5% or more, the Owner who desires to install the Solar Panels shall submit a written request to the Committee indicating that the Owner desires to install Solar Panels, and identifying which restriction would decreased the Solar Panels production or increased the installation cost by more than 5%. The Committee will then work with the Owner to modify the restriction in a way that will not decrease the Solar Panel's production or increase the installation cost by more than 5%. Under no Condition will an Owner be permitted to mount Solar Panels on the ground if the Solar Panels will be visible from the street that fronts the Lot on which the Solar Panels are being installed.

- 1.4 **Responsibility and Enforcement.** Any subsequent owner of a residence upon which Solar Panels have been installed shall be responsible for any violation of the requirements contained herein. Furthermore, if legal counsel to enforce the provisions herein against any Owner, that Owner shall be required to reimburse the party bringing the action for its reasonable legal costs and attorney fees.
- 1.5 **Severability.** The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.

