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1465 S. ...
L.C.
Homes USA

Ent 214098 Bk 928 Pg 3
Date 31-May-2005 10:18AM Fee \$26.00
LuAnn Adams - Filed By mm
Box Elder Co., UT
For HOMES USA

DECLARATION OF BUILDING AND USE RESTRICTIONS

PART A. PREAMBLE

03-243-0001 thru 0013

KNOW BY ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the undersigned being the owners of the following described real property located in Box Elder County, State of Utah, more particularly described as follows:

Lots 1 through 13 inclusive of the **Nielson Estates Subdivision, Phase I**, according to the official Plat thereof do hereby establish the nature of the use and enjoyment of all lots in said Subdivision and do declare that all conveyances of said lots shall made subject to the following conditions, restrictions and stipulations.

PART B. RESIDENTIAL AREA COVENANTS

1. **LAND USE AND BUILDING TYPE:** Unless otherwise specifically set forth on the official record Plat, no lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any residential lot other than the one detached single-family dwelling not to exceed two stories in height. All home plans must be approved by the Developer/Owners. Lots must have homes built on them within 2 years from the individual lot purchase closing date. Owners of purchased lots must keep the weeds down. Lot owners are responsible to replace any cement they or their contractors damage.
2. **DWELLING TYPE AND SIZE:** All homes shall have brick and or stucco on the fronts (some rock as approved by Developers). 2X6 fascia, a 2 car garage, railing shall be a white vinyl. Homes shall be 1400 square feet on the main floor or larger. If they are a multi-level home, it shall be 1700 square feet, finished above ground or greater with minimum of 1200 square feet on the main level.
3. **LANDSCAPING:** The front yard must be landscaped within 1 year after closing. Any front yard fencing must be made of white vinyl.
4. **EASEMENTS:** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Plat and over the rear ten feet of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through the drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

5. **NUISANCES:** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance for nuisance to the neighborhood. No automobiles, trailers, boats, or other vehicles are to be stored on streets, or front and side lots unless they are in running condition, properly licensed and are being regularly used.
6. **TEMPORARY STRUCTURES:** No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently.
7. **SIGNS:** No sign of any kind shall be displayed to the public view on any lot except on professional sign of not more than one square foot. One sign of not more than five square feet advertising the property for sale or rent, or signs any size used by a builder to advertise the property during the initial construction and sales period.
8. **GARBAGE AND REFUSE DISPOSAL:** No lot shall be used or maintained as a dumping ground for rubbish. Trash garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for storage or disposal of such material shall be kept in a clean and sanitary condition. Each lot and its abutting street are to be kept free of trash, weeds, and other refuse by the lot owner. No materials or other objects are to be stored on any lot in view of the general public.
9. **TERM:** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 40 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or part.
10. **ENFORCEMENT:** Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.
11. **SEVERABILITY:** Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.
12. **SECONDARY WATER:** Secondary Water Lines are stubbed to the property. Lot owners must purchase the water shares and pay and hook-up fees required by the water company (Pineview).

IN WITNESS WHEREOF, the undersigned has executed this declaration this

31st day of May, 2005

Shirlene Peck AKA

Shirlene A Peck
~~Director~~ Manager

Homes USA LLC

STATE OF UTAH
COUNTY OF BOX ELDER

On the 31st Day of May, 2005, personally appeared before me
Shirlene Peck, AKA Shirlene G Peck, manager of Homes USA LLC
who being by me duly sworn, acknowledged to me that

she executed the same.

[Signature]
NOTARY PUBLIC



My commission expires: _____
Residing at: _____

My commission expires:

Residing at: