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DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR  
WASHAKIE ESTATES SUBDIVISION

06-041-0068 TRF4 0075

THIS DECLARATION, made this 13 day of FEBRUARY, 2000 by Beverley B. Ward,  
hereinafter called "Developer".

WITNESSETH:

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LuAnn Adams, Box Elder County Recorder  
03/14/2001 3:12pm FEE: 25.00 Dep:MM  
Rec'd For: PRESTON WARD

WHEREAS, Developer is the owner of the real property described in Article II of this Declaration and desires to create thereon a residential community for the benefit of the said community; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community; and, to this end desires to subject the real property described in Article II together with such additions as may hereafter be made thereto (as provided in Article II) to the covenants, restrictions and easements, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

NOW, THEREFORE, the Developer declares that the real property described in Article II, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions and easements (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I  
DEFINITIONS

**Section I.** The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

- (a) "Association" shall mean and refer to the Washakie Estates Homeowner's Association.
- (b) "The properties" shall mean and refer to all such existing property, and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II hereof.
- (c) "Lot" shall mean and refer to Lots 1 through 8 on the Washakie Estates subdivision maps.
- (d) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon the Properties but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
- (e) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section I, hereof.

ARTICLE II  
PROPERTY SUBJECT TO THIS DECLARATION:  
ADDITIONS THERETO

**Section I. Existing Property.** The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Box Elder County, Utah, and is more particularly described as follows:

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Washakie Estates Subdivision Lots 1 through 8 as shown on that certain subdivision map recorded as Map No. \_\_\_\_\_ on \_\_\_\_\_ the records of the Recorder of Box Elder County, Utah, a copy of which is attached hereto as Exhibit "A" and by this reference incorporated herein,

all of which real property shall hereinafter be referred to as "Existing Property."

ARTICLE III  
MEMBERSHIP AND VOTING RIGHTS  
IN THE ASSOCIATION

**Section 1. Membership.** Every person or entity who is a recorded owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

**Section 2. Voting Rights.** Members shall be all those Owners as defined in Section 1. Members shall be entitled to one vote for each Lot in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

ARTICLE IV  
GENERAL TERMS

**Section 1. Mutual and Reciprocal Benefits, etc.** All of said restrictions, conditions, covenants, and agreements shall be made for the direct and mutual and reciprocal benefit of each and every Lot created on the Properties and shall be intended to create a mutual and equitable servitude upon each said Lot in favor of each other Lot created on the Properties, and to create reciprocal rights and obligations between the respective Owners of all the Lots so created and to create a privity of contract and estate between the grantees of said Lots, their heirs, successors and assigns, and shall operate as covenants running with the land for the benefit of the Owners of all other Lots created on The Properties.

**Section 2. Duration.** The covenants and restrictions of the Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable to the Owner of any land subject to the Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of ten (10) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then-Owners of two-thirds (2/3) of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part. Provided, however, that no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

**Section 3. Enforcement.** Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages; and failure by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

**Section 4. Severability.** Invalidation of any one of these covenants or restriction by judgment or court order shall in no wise effect any other provisions which shall remain in full force and effect.

ARTICLE V  
GENERAL RESTRICTIONS

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**Section 1. Signs.** No signs shall be displayed on any of the Lots except there may be one for sale or for lease sign not exceeding twenty-four (24) inches by thirty-six (36) inches when required for the purpose of advertising such sale or lease.

**Section 2. Private Residences.** The Lots created on the Properties shall be used for private residences only.

**Section 3. Excavation.** No excavation for stone, gravel, or earth shall be made on The Properties unless such excavation is made for the purpose of the erection of a building or structure thereon.

**Section 4. Rubbish.** No rubbish, debris, or waste products shall be stored or allowed to accumulate on the Lots except such as is kept in the municipal waste containers and emptied according to the municipal garbage collection schedule.

**Section 5. Repair and storage of Personal Property.** Personal property of the Owner in the process of being repaired or stored for eventual repair, shall not be left in the visible sight of neighbors.

**Section 6. Easements and Common Areas.** Such easements and rights of way shall be reserved to Developer, its successors and assigns, in and over said real property, for the erection, construction and maintenance and operation therein or thereon of drainage pipes or conduits and pipes, conduits, poles, wires, and other means of conveying to and from Lots created on The Properties, gas, electricity, power, water, telephone and telegraph services for the convenience to the Owners of the Lots created on the Properties, as may be shown on the plat map of the properties, and Developer, its successors and assigns, shall have the right to reserve any further necessary easements for said purposes in contracts and deeds to any or all of said Lots or Common Properties, created on The Properties. No structure of any kind shall be erected over any such easements except upon written permission of Developer, its successors and assigns except as by the company furnishing the utilities.

**Section 7. Resubdivision of Site.** None of the Lots may be resubdivided.

**Section 8. Maintenance of Lots.** Buildings, outbuildings, fences, landscaping and other improvements shall be continuously maintained to preserve a well kept appearance. Weeds shall be cut back as necessary. If the appearance of a Lot falls below reasonable levels, the members of the Owners Association as outlined in Section III, shall notify the Owner of the Lot in writing and the Owner shall have thirty (30) days after receipt of such notice to restore the property to an acceptable level of maintenance.

ARTICLE VI  
SPECIFIC RESTRICTIONS

**Section 1. Intent of Restrictions on Improvements.** Developer intends by these covenants to restrict the designs, materials used, and landscaping of improvements only to the extent of insuring quality in external appearance and maintaining property values on a long-term basis.

**Section 2. Type of Structures.** No building other than one single family dwelling house and appropriate buildings as defined by the applicable Box Elder County Zoning Laws shall be erected on any of the Lots, nor shall any house constructed on any of the Lots be used for any purpose other than a dwelling house or approved outbuildings, except the undersigned can allow churches or schools to be built on The Properties.

**Section 3. Architectural Controls.**

- (a) **Exterior Finish.** Each dwelling unit shall have stone, brick, stucco, horizontal metal, or vinyl siding or a combination thereof on all sides of the house. No sheet plywood or T-1-1 shall be used on any exposed outer surface of any dwelling unit or appendage thereof.
- (b) **Trim.** Trim should be principally wood, and must be finished with a high quality of stain, transparent or opaque, or high quality paint. Several coats of stain or paint should be used. Aluminum or vinyl trim may be used in place of paint or stain.
- (c) **Residence Size and Design.** The residence to be built shall not be less than one thousand one hundred square feet (1,100) above grade. Its design should be typical of the area. No octagonal, odd shaped, or other unique designs are allowed.

No manufactured housing or mobile homes shall be allowed on any lot, either as a temporary residence or as a permanent, on foundation, structure.

- (d) **Building Line and Height Restrictions.** No residence or outbuilding shall be less than ten (10) feet from the exterior sideline or thirty (30) feet from the backline of any Lot.

No portion of any residence or outbuilding shall be less than thirty (30) feet from the front line of any lot.

No building shall be more than two stories in height, and shall not exceed twenty-five (25) feet from the existing ground level.

**Section 4. Fencing**

- (a) Fencing must not compete with or dominate a house. Planting should be a part of all fencing plans.
- (b) Fencing must comply with Box Elder County zoning requirements.
- (b) Fences must be completed within sixty (60) days of commencement of construction of the fence.

**Section 5. Site Planning.**

- (a) **Drainage and Erosion Control.** Drainage must conform to the site plan and cannot exceed a ratio of 5:1. Site planning and grading must be accomplished to avoid the occurrence of water runoff or other drainage onto other lots. Construction must not cause excessive soil erosion.
- (b) **Grading.** Grading of a site should be designed to minimize the amount of cutting or filling and not affect adjoining properties.
- (c) **Landscaping.** Landscaping must be in harmony with the intent of these improvement restrictions. All homes must include attractive and well maintained yards. Plantings cannot interfere with the use of adjoining Lots, however, there is no requirement for maintaining views.
- (d) **Diligence in Construction of Improvements.** Once the construction on any residence or other structures other than fencing is begun, work thereon must proceed diligently and be completed within twelve (12) months.

ARTICLE VII  
VIOLATION, ACCEPTANCE, AND  
INVALIDITY OF RESTRICTIONS

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**Section 1. Violations of Restrictions; Penalties.** Violations of any of the restrictions, conditions, covenants, or agreements herein contained, shall give the undersigned, their successors and assigns, the right to enter upon the property where such violation occurred and after written notice of thirty (30) days the undersigned may remove any structure or building or correct any condition in violation of these restrictions at the expense of the Owner of the Lot without being deemed guilty of a trespass. The violation of any of these covenants is a nuisance. Such a remedy shall be deemed cumulative and not exclusive.

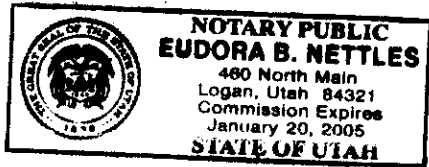
IN WITNESS WHEREOF, the undersigned, being the developer herein has here to set its hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2000.

DEVELOPER:

By Beverley B. Ward

STATE OF UTAH )  
                          ) ss.  
County of Cache )

On the 19<sup>th</sup> day of February, 2000, appeared before me Beverley B. Ward, who personally acknowledged to me that she executed the foregoing instrument on behalf of The Developer.



Eudora B. Nettles  
NOTARY PUBLIC