

Ent 1108983 Bk 1813 Pg 612
Date: 26-Jun-2014 02:13 PM Fee \$25.00
Cache County, UT
Michael Glead, Rec. - Filed By JA
For WELLSVILLE COUNTRY ESTATES

Revised 06-25-2014

WELLSVILLE COUNTRY ESTATES
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

The undersigned, being owners of lots of land situated in Cache County, Utah, said lots being a part of the duly platted subdivisions known as STERLING COUNTRY ESTATES (5 lots) and WELLSVILLE VIEW ESTATES (3 lots), and more fully described as"

WELLSVILLE VIEW ESTATES-LOT 1-TAX ID# 01-061-0701 1.11 AC
WELLSVILLE VIEW ESTATES-LOT 2-TAX ID# 01-061-0702 1.11 AC
WELLSVILLE VIEW ESTATES-LOT 3-TAX ID# 01-061-0703 1.11 AC
STERLING COUNTRY ESTATES-LOT 1-TAX ID# 01-061-0801 5.26 AC
STERLING COUNTRY ESTATES-LOT 2-TAX ID# 01-061-0802 4.04 AC
STERLING COUNTRY ESTATES-LOT 3-TAX ID# 01-061-0803 4.04 AC
STERLING COUNTRY ESTATES-LOT 4-TAX ID# 01-061-0804 3.82 AC
STERLING COUNTRY ESTATES-LOT 5-TAX ID# 01-061-0805 3.87 AC

Agree to the following declarations as to protective covenants and restrictions made with respect to use of said lots. These protective restrictions, covenants, agreements, limitations, and conditions shall constitute covenants that shall run with all of the said lots, and shall be binding upon all parties and persons claiming an interest in said lots, and shall be for the benefit of and the limitation of all current and future owners.

A. GENERAL TERM.

1. These covenants, conditions and restrictions are real and run with each lot, and all of said restrictions, conditions, covenants, and agreements shall be made for the direct, mutual and reciprocal benefit of each lot owner and shall be intended to create mutual and equitable servitude upon each of said lots, and to create reciprocal rights and obligation between the respective owners, their heirs, successors and assigns for the benefit of all owners.

2. These covenants, conditions, agreements and restrictions may be amended or modified by a majority vote of the existing lot owners. At any time a vote of the owners is allowed herein, each lot shall be entitled to cast only one vote regardless of the number of actual owners of a lot. The action resulting from any vote which modifies these covenants, conditions and restrictions shall be evidenced by a written instrument, which shall be signed and acknowledged by the owners and recorded in the Office of the Recorder for Cache County, Utah.

3. The subdivision developer is Wellsville Country Estates, LLC, along with any of its heirs, successors and assigns.

4. By majority vote of the lot owners, one vote per lot, an owner will be selected as HOA manager. A checking account will be opened in the name of "WELLSVILLE COUNTRY ESTATES HOA" the manager will use this account to pay all bills mutually agreed to by the owners. These bills will consist mainly of road maintenance, snow removal, maintenance of joint irrigation system and power bill for the joint irrigation system. A monthly HOA fee will be established by the owners to cover these costs. Each owner will set up an automatic monthly deposit to this account to cover their HOA fee. The manager will keep a record of all deposits and bills paid. This record will be made available to any owner upon request. The manager will may or may not be financially compensated for his or her service.

B. IRRIGATION SYSTEM

Ent 1108983 Bk 1813 Pg 613

1. There will be a common irrigation system used by all lots. This system is on a single electrical power meter. Payment of the electrical power bill will be assessed proportionally according to the number of acre feet of water owned by each lot. Maintenance cost of the irrigation system to each lot will also be assessed proportionally according to the number of acre feet of water owned by each lot. The developer will install the irrigation main line to each lot. When the lot owner connects to the main line they are required to install a shut off to insolate the lot from the main system. Each lot owner is responsible to pay their own water tax to the Wellsville Mendon Irrigation Co. These are attached to the owners property tax notice. The developer will not be assessed electrical charges until the lot is sold or the water is used.

C. ACCESS ROAD

1. Access to each lot is by a single private road. Maintenance, repairs, snow plowing, etc. costs will be divided equally between each lot and will be part of the HOA fee. Maintenance, repairs, snow removal, etc. on any private roads into each lot will be the owners responsibility. The two turn a rounds are for emergency and utility use (fire, ambulance, garbage, mail etc.) and no parking will be allowed.

D. WELLS

1. Each lot will be sold with a well permit from the State of Utah. Each lot owner is responsible for digging, maintaining and paying all cost associated with the well and permit.

E. EASEMENTS

1. Easements and rights of way shall be reserved in and over the lots for erection, construction, maintenance of pipes, conduits, poles, wires for utilities including but not to gas, electricity, power, water, telephone, cable television and other necessities for the convenience of the lot owners, as may be shown on the plat map and as may be necessary for said purposes in contracts and deeds to any lots. No use of the land which would impede any such easement is allowed.

F. SPECIFIC RESTRICTIONS ON IMPROVEMENTS AND CONSTRUCTION

1. The lots in the Subdivision are for residential single family dwellings only, and such dwellings shall be built upon cement foundations. "Single or Double wide" trailers, modular or mobile homes are not allowed. As this is to be a rural country life style Ag. Buildings such as horse barns, small hay barns etc. are allowed.
2. Residence Size-The residence to be built shall not be less than 1800 square feet on the ground floor. This amount does not include a garage even if the garage is on the ground floor.
3. Garage-The residence shall include a garage, suitable in size to accommodate at least two cars.
4. Exterior Façade-Each residence shall have an exterior façade that consists of no less than (30%) brick, rock or stucco. The remaining (70%) may be other forms of siding, which may include materials, or materials comprised of, wood, vinyl, steel, aluminum, concrete fiber (e.g. "Hardy Board" or Hardiplank"), shingles or shakes. The requirements refer to the entire outside façade of the residence.
5. Lot owners are fully responsible for controlling storm water and to comply with any and all state, federal and local ordinances, permits and any other government requirements for dealing with storm water and runoff.

G. ADDITIONAL COVENANTS AND TERMS.**1. EFFECT OF NONPAYMENT.****Ent 1108983 Bk 1813 Pg 614**

(a) Any assessment or charge or installment thereof not paid when due shall be deemed delinquent and in the discretion of the Manager may bear interest from sixty days after the due date until paid at the rate of eighteen percent (18%), and the owner shall be liable for all costs, including attorneys' fees that may be incurred by the Association in collecting the same. The Manager may also record a Notice of Delinquent Assessment or Charge against any lot as to which an assessment or charge is delinquent. The Association may bring an action at law against such owner personally obligated to pay the delinquent assessment and/or foreclose the lien against such owner's lot. No owner may waive or otherwise avoid liability for the assessments provided for herein by non-use of the benefits derived from assessments or abandonment of his or her lot.

(b) Notices of Delinquent Assessment shall not be executed, Assessment Lien established, or action at law taken, on behalf of the Association against any owner without approval of a simple majority of all the lot owners at a meeting duly called for the purpose.

2. PURPOSE OF ASSESSMENTS; ASSESSMENT FEE. All Members of the association, hereby covenant and agree and each Owner, by acceptance of a deed to a lot, is deemed to covenant and agree, to pay to the Association the following assessments and charges: (a) Annual Assessments, (b) Special Assessments, (c) Maintenance Charges, and (d) all such other assessments and charges established and collected as hereinafter provided.

3. ANNUAL ASSESSMENTS.

Ent 1108983 Bk 1813 Pg 615

(a) Commencing on June 01, 2013, an Annual Assessment shall be made against each Lot, for the purpose of paying (or creating a reserve for) Common Expenses. The Annual Assessment for all Lots shall be ten dollars (\$10.00) per month or one and twenty dollars per year (\$120.00) and shall be payable monthly.

(b) For any year commencing on or after June 01, 2013, the Annual Assessment may NOT be increased without the vote of at least sixty-seven (67%) of the lot owners, who are voting in person or by proxy, at a meeting duly called for the purpose. The Annual Assessment may not be increased, in any single year, by more than twenty-five (25%) above the Annual Assessment for the previous year.

4. SPECIAL ASSESSMENTS. In addition to the Annual Assessment authorized above, the Association may levy, in any assessment period, a Special Assessment applicable to that period only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon any Common item, or for the purpose of defraying other extraordinary expenses, provide that any such assessment shall have the assent of at least sixty-seven percent (67%) of all lot owners, who are voting in person or by proxy, at a meeting duly called for that purpose.

5. DISBURSEMENTS. Single disbursements in excess of \$1000.00 shall not be made without the approval of the vote of the owners of at least sixty-seven (67%) of the votes of all owners at a meeting duly called for that purpose. All disbursements shall be made by check from the Associations bank account and must be signed by the Manager of the Association.

6. LIABILITY. The person or persons who own a lot which is in breach of these covenants conditions and restrictions shall be jointly and severally liable for any breach of the covenants, conditions, agreements and restrictions as set forth herein.

7. MORTGAGE PROTECTION CLAUSE. No breach of the covenants, conditions, agreements and restrictions as set forth herein shall defeat or render invalid the lien of any deed of trust or other mortgage made in good faith and for value, but all of said covenants, conditions, agreements and restrictions shall be binding upon and effective against any subsequent purchaser, including any owner whose title is derived through foreclosure or trustee's sale or otherwise.

8. PROVISION SAVING CLAUSE. The invalidation of anyone of these covenants, conditions, agreements and restrictions, or any portion thereof, by judgment or court order shall not affect any of the other provisions, and all provisions not invalidated shall remain in full force and effect.

Accepted, acknowledged and agreed to:

BY: WELLSVILLE COUNTRY ESTATES, LLC

Stephen M Wright

Manager-Stephen M Wright

Date: *June 26, 2014*

Ent 1108983 Bk 1813 Pg 616

State of Utah

County of Cache

On the day of January, 2013, personally appeared before me Stephen M Wright, the Manager of WELLSVILLE COUNTRY ESTATES, LLC, who represented to me that he has authority to act on it's behalf, signer of the above instrument and who duly acknowledged to me that he executed the same.



Tanya Jones
Notary Public