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Neighborhood Nonprofit Housing  
95 W Golf Course Rd, Ste 100  
Logan, UT

84321

Est 234982 Blk 979 Pg 737  
Date 6-Oct-2006 2:44PM Fee \$41.00  
Luan Adams - Filed By 1a  
Box Elder Co., UT  
For NEIGHBORHOOD NONPROFIT HOUSING CORP

**DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS**

04109-0001 thru 0028  
04-092-0103 thru 0107

THIS DECLARATION is made on the date hereinafter set for by NEIGHBORHOOD  
NONPROFIT HOUSING CORPORATION, a Utah corporation, as "Declarant".

**WITNESSETH:**

WHEREAS, Declarant is the owner of certain property in the City of Corinne, County of Box Elder, State of Utah, which is more particularly described on Exhibit A attached hereto and incorporated herein: and,

WHEREAS, Declarant will plat and subdivide portions of the Exhibit A property from time to time and it is the intent of Declarant to make each portion of the Exhibit A property subject to these conditions and restrictions as each is platted and subdivided; and,

WHEREAS, Declarant is platting a portion of the Exhibit A property at this time which property is described as Exhibit B attached hereto and incorporated herein; and,

WHEREAS, Declarant makes the real property, Exhibit B hereto, subject to the conditions and restrictions and a participant in the ownership of the common area which shall be increased as additional portions of Exhibit A are platted and subdivided and additionally made subject to these conditions and restrictions.

NOW THEREFORE, Declarant hereby declares that all of the property described as Exhibit B shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I  
DEFINITIONS

Section 1. "Association shall mean and refer to COUNTRY MEADOWS ESTATES HOMEOWNERS' ASSOCIATION, its successors and assigns. The Association shall be enlarged upon the addition of the remaining parcels in Exhibit A.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. The Owners shall include the future owners of other parcels in Exhibit A.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described on Exhibit C attached hereto and incorporated herein.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to NEIGHBORHOOD NONPROFIT HOUSING CORPORATION, and its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II  
PROPERTY RIGHTS

Section 1. Owners' Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area that shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Owners. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of the Owners has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-laws, his right of enjoyment to the Common Area and facilities to a member of his family, his tenants, or contract purchasers who reside on the property.

### ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot that is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot that is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such person shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and it shall be entitled to four (4) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership of the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership exceeds the total votes outstanding in the Class B membership, or
- (b) on December 31, 2013.

ARTICLE IV  
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The

Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be ONE HUNDRED AND EIGHTY DOLLARS (\$180.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 6% above the maximum assessment for the previous year without a vote of the membership

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 6% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year 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 the Common Area, including fixtures and personal property related thereto; provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months

remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 6 percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V  
ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to

surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

#### SPECIFIC ARCHITECTURAL CONTROLS:

1. Exterior Finish Materials: To conform to and harmonize with existing surroundings and structures, all major exterior wall surfaces shall be done in earth tones. Bright yellows, reds, oranges, purples, greens and blues shall not be permitted. Alternate materials may be used when approved by the Board of Directors of the Association or by the architectural committee.
2. Initial Landscaping: All landscaping must be completed within one hundred and eighty (180) days after purchase of the residence, weather permitting. Initial landscaping shall include at a minimum grass cover or plantings on the front and side yards of each Lot. Weed control shall be practiced on the entire Lot. If completion is delayed by weather, then landscaping must be completed as soon as possible.
3. Mailboxes: Each residence will build a column approximately 2 feet square by 4 1/2 feet high to contain a mailbox, a newspaper holder, and the residence address. The column must be built to match the characteristics of the home being built on the lot. Where feasible, mailboxes will be grouped at or near property lines and no less than 4 feet from a fire hydrant. The bottom of the mailbox must be 42 inches from the road surface, the front of the box shall be flush with the curb, 1" permanent house numbers shall be displayed on the box, the mailbox shall have a flag, and it must be a U.S. stamped approved mailbox.
4. Signs: No sign shall be displayed on any of said Lots except as follows; the name and professions of any professional man may be displayed at any dwelling house upon a sign not exceeding 200 square inches in size. The sign shall not be illuminated. There may also be displayed a sign of the same size advertising the fact that said parcel or said dwelling is for sale or to let or to lease.
5. Car Repairs: No car under repair or needing repair or which would be considered a junk vehicle or salvage vehicle shall be kept outside of an enclosed garage for more than five days. In this determination,

a vehicle which is unlicensed and/or uninsured and/or which has not been moved for fifteen days or more shall be presumptively prohibited. The Board of Directors of the Association or the Architectural Committee has discretion to determine which of such automobiles are junk or salvage and to direct either their removal or relocation inside garages.

6. Recreational Vehicles: No recreational vehicles shall be stored on the street except for periods of three (3) days for loading and unloading. All RVs are to be stored on the side or rear of homes. Recreational Vehicles include but are not limited to campers, motor homes, trailers, boats, watercrafts, four wheelers, ATV's, motorcycles, etc.

7. Maintenance of Lot: Buildings, outbuildings, fences, landscaping and other improvements shall be continuously maintained to preserve a well kept appearance. If the appearance of a Lot falls below reasonable levels, the Architectural Review Committee, or other committee appointed by Lot Owners as provided for below, shall so notify the Owner in writing and the Owner shall have thirty (30) days thereafter to restore the property to an acceptable level of maintenance. Should the Owner fail to do so, the Board of Directors or Architectural Committee may order the necessary work performed at the Owner's expense. No rubbish shall be stored or allowed to accumulate on Lots. Personal property of the Lot Owner in the process of being repaired shall not be left in the visible sight of neighbors for more than thirty (30) days, unless repairs occur. No excavation for stone, gravel or earth shall be made on Lots, unless such excavation is made in connection with the erection of a building or structure thereon.

8. No animals of any kind shall be raised, bred or kept on any Lot, except that cats or dogs or other quiet household pets may be kept on the Lots, provided that they are not kept, bred or maintained for any commercial purpose. No more than two cats, two dogs, and three total animals shall be allowed. Notwithstanding the foregoing, no animals or fowl may be kept on the Property which result in an annoyance or are obnoxious, by noise or otherwise, to Lot Owners. All dogs must be kept on a leash in the Common Areas and shall be maintained in a Board of Directors' or Architectural Committee approved fenced or screened area. Residents shall comply with all Corinne city animal control ordinances.



ARTICLE VI  
SINGLE FAMILY RESTRICTED

Section 1. Restricted to Single Family Occupancy. All properties are restricted to single family occupancy. Single family means any number of individuals living together related by blood within two degrees of consanguinity, by marriage or adoption.

ARTICLE VII  
GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or 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 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order in no wise affect any other provisions that shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than sixty percent (60%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and Common Area may only be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.



**EXHIBIT A**

✓ PART OF SECTION 6, TOWNSHIP 9 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN; ALSO A  
 ✓ PART OF SECTION 31, TOWNSHIP 10 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN;

✓ ALSO A PART OF CORINNE CITY PLATS A AND C, LOCATED IN THE CITY OF CORINNE,  
 COUNTY OF BOX ELDER, STATE OF UTAH, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 31, AS MONUMENTED BY  
 A RAILROAD SPIKE;

THENCE N0°26'57"W 446.10 FEET ALONG THE WEST LINE OF SAID SECTION TO THE POINT  
 OF BEGINNING, SAID POINT BEING IN THE CENTERLINE OF THE VACATED MONTANA  
 STREET;

THENCE N0°26'57"W 535.04 FEET ALONG THE WEST LINE OF SAID SECTION TO A POINT  
 THAT IS SOUTH 200 FEET OF THE CENTERLINE OF THE RAILS OF THE UNION PACIFIC  
 RAILROAD, AS MEASURED AT RIGHT ANGLES;

THENCE EASTERLY ALONG A LINE THAT IS PARALLEL WITH THE CENTERLINE OF SAID  
 RAILS, BEING SOUTH 200 FEET OF SAID CENTERLINE, AS MEASURED AT RIGHT ANGLES,  
 FOR THE FOLLOWING FOUR COURSES:

(1) S75°10'26"E 771.61 FEET;

(2) S74°20'16"E 122.04 FEET;

(3) S73°06'30"E 103.00 FEET;

(4) S72°27'33"E 546.97 FEET TO THE NORTHWEST CORNER OF BLOCK R, PLAT C, CORINNE  
 CITY SURVEY;

THENCE S18°53'50"W 400.61 FEET ALONG THE WEST LINE OF SAID BLOCK R TO THE  
 SOUTHWEST CORNER OF LOT 12, BLOCK 185, PLAT A, CORINNE CITY SURVEY;

THENCE S70°42'07"E 220.56 FEET TO THE SOUTHEAST CORNER OF LOT 3, SAID BLOCK 185;

THENCE S18°53'50"W 156.98 FEET ALONG THE EAST LINE AND ITS PROLONGATION OF LOT  
 22, SAID BLOCK 185;

THENCE N70°42'07"W 88.56 FEET ALONG A LINE PARALLEL WITH THE SOUTH LINE OF  
 SAID BLOCK 185;

THENCE S18°53'50"W 355.01 FEET ALONG THE WEST LINE OF LOTS 6 AND 16, BLOCK 194,  
 PLAT A, CORINNE CITY SURVEY;

THENCE N70°42'07"W 1088.85 FEET ALONG THE NORTH LINE OF COLORADO STREET TO  
 THE BEGINNING OF A CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 540.00  
 FEET;

THENCE WESTERLY 177.01 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL  
 ANGLE OF 18°46'53";

THENCE N89°28'59"W 44.16 FEET;

THENCE N19°17'53"E 362.97 FEET TO THE CENTERLINE OF THE VACATED MONTANA  
 STREET;

THENCE N70°42'07"W 193.79 FEET ALONG SAID CENTERLINE TO THE POINT OF  
 BEGINNING.

CONTAINING 29.23 ACRES, MORE OR LESS

**EXHIBIT B**

✓ PART OF SECTION 6, TOWNSHIP 9 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN; ALSO A  
✓ PART OF SECTION 31, TOWNSHIP 10 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN;

ALSO A PART OF PLAT A, CORINNE CITY SURVEY, LOCATED IN THE CITY OF CORINNE,  
COUNTY OF BOX ELDER, STATE OF UTAH, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 31, AS MONUMENTED BY  
A RAILROAD SPIKE;

THENCE S86°42'38"E 362.10 FEET TO THE POINT OF BEGINNING, SAID POINT BEING IN THE  
NORTH LINE OF COLORADO STREET;

THENCE N19°17'53"E 462.96 FEET;

THENCE N70°42'07"W 125.00 FEET;

THENCE N19°17'53"E 84.65 FEET;

THENCE S70°42'07"E 495.00 FEET;

THENCE S34°04'00"E 50.50 FEET;

THENCE S25°42'07"E 180.00 FEET;

THENCE N64°17'53"E 160.00 FEET;

THENCE S25°42'07"E 32.80 FEET;

THENCE N64°17'53"E 134.79 FEET;

THENCE S71°06'10"E 94.04 FEET TO A POINT IN THE WEST LINE OF BLOCK 185, SAID  
CORINNE CITY SURVEY;

THENCE S18°53'50"W 64.13 FEET TO THE SOUTHWEST CORNER OF LOT 12, SAID BLOCK  
185;

THENCE S70°42'07"E 220.56 FEET TO THE SOUTHEAST CORNER OF LOT 3, SAID BLOCK 185;

THENCE S18°53'50"W 156.98 FEET ALONG THE EAST LINE AND ITS PROLONGATION OF LOT  
22, SAID BLOCK 185;

THENCE N70°42'07"W 88.56 FEET ALONG A LINE PARALLEL AND SOUTH 5.00 FEET, AS  
MEASURED AT RIGHT ANGLES, FROM WITH THE SOUTH LINE OF SAID BLOCK 185;

THENCE S18°53'50"W 355.01 FEET ALONG THE WEST LINE AND ITS PROLONGATION OF  
LOTS 6 AND 16, BLOCK 194, PLAT A, CORINNE CITY SURVEY;

THENCE N70°42'07"W 999.51 FEET ALONG THE NORTH LINE OF COLORADO STREET TO  
THE POINT OF BEGINNING.

CONTAINING 12.43 ACRES, MORE OR LESS.

**EXHIBIT C**

✓ ✓ ✓  
OPEN SPACES 1, 2, AND 3, AS SHOWN ON COUNTY MEADOWS ESTATES PHASE 1, FILED  
OCTOBER 4, 2006, FILING NUMBER 234808, IN THE OFFICE OF THE RECORDER OF BOX  
ELDER COUNTY, UTAH.