

Recorded at the request of:  
Susan Adams  
3271 East 1875 North  
Layton Utah, 84040

05-152-0072

05-152-0073

05-152-0074

05-152-0075

05-152-0076 (Road)

DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS

East Creek Estates  
Phase 2

Deweyville, Utah

THIS DECLARATION, is made on the date set forth by Susan R Adams, Successor Trustee of the Jack and Barbara T. Rindlisbacher Living Trust dated August 5, 1996, and any amendments thereto, as their interest may appear hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property situated in the Town of Deweyville, County of Box Elder, State of Utah, which is more particularly described as: Lots 6R-9R of East Creek Estates Subdivision, Phase 2, according to the official plat thereof recorded as Entry Number 446249, in Book 1509, and Page 1573, in the Office of the Box Elder County Recorder on January 14, 2022.

WHEREAS it is the desire and intention of the Declarant to sell the Lots described above and to impose on them mutual beneficial restrictions under a general plan of improvement for the benefit of all the Lots in the subdivision and the future owners of those lots;

NOW, THEREFORE, the Declarant hereby declares that all of the Lots described above are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied, and improved subject to the following covenants and conditions, all of which are declared and agreed to be in furtherance of a plan for the improvement and sale of the lots described above and are established and agreed upon for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Lots. All of the covenants and conditions shall run with the land and shall be binding on all parties having or acquiring any right, title, or interest in the above-described Lots or any part hereof.

1. LAND USE AND BUILDING TYPE:

No Lot shall be used except solely for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not less than two cars.

## 2. ARCHITECTURAL CONTROL

- A. No building shall be erected, placed, or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure on the lot and the surface drainage for the lot has been approved in writing by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing residences and as to location with respect to topography and finished grade elevations.
- B. No structure of any kind shall be moved from another site onto a lot without approval in writing by the Architectural Control Committee. All residences shall be completely constructed within one year of date construction commences on said residence unless specifically approved in writing by the Architectural Control Committee.
- C. The main floor exterior wall surface of a dwelling shall consist of brick, rock, stucco, concrete siding, or a combination. All construction shall be of new materials, unless otherwise specifically approved in writing by the Architectural Control Committee.
- D. All roofs in the subdivision shall be of Architectural Grade Asphalt or better.

## 3. DWELLING QUALITY AND SIZE:

The ground square footage area of the main structure exclusive of garage and any open porches shall not be less than 1500 square feet for a one-story dwelling. In a split level dwelling the combined area of the upper two levels exclusive of garage and any porches shall total not less than 1500 square feet. In a two-story home which has two stories above the curb level, the combined area of the ground story level and the story above the ground story level, exclusive of garage and any open porches shall total not less than 2000 square feet. In a split entry dwelling the combined area of the above ground level and the below ground level shall be not less than 2400 square feet with the above ground level being not less than 1500 square feet exclusive of garage and any open porches. For the purposes of these covenants, the basement area shall in no event be considered a story. It is the purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same as or better than that which can be produced at the date that these covenants are recorded.

## 4. DRAINAGE:

No Lots shall be graded, and no structure or other obstacle shall be erected, placed, or permitted to remain thereon in such a way as to interfere with the established drainage over a lot. Adequate provisions shall be made for proper drainage. Any fence or wall erected along the side or rear property line of any Lot shall contain "weep holes" or be otherwise constructed so as not to prevent the flow of surface water from adjoining land where such flow is in accord with the established drainage. The slope control area of each lot and all improvements in them 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:

- A. 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 or nuisance to the neighborhood. Trailers, boats, or other vehicles may be parked only if they are in running condition, properly licensed and are being regularly used on a frequent basis.
- B. Each Owner shall maintain his lot in an attractive and safe manner so as not to detract from the East Creek Estates Subdivision Phase 2 as a whole. All owners possessing undeveloped or unoccupied Lots shall be responsible for keeping such Lots clean in appearance and free from all refuse and potential fire hazards.

6. GARBAGE AND REFUSE CONTROL:

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 equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No Owner shall be permitted to maintain an incinerator.

7. OIL AND MINING OPERATIONS:

No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted by and Lot owner upon or in any Lot.

8. OFF-SITE IMPROVEMENTS:

- A. Before taking title or possession of any Lot from the Developer, the Purchaser shall inspect the completed off-site improvements. Except for deficiencies or defects specified by the Purchaser to the Developer before ownership is taken, purchaser hereby releases the developer from further obligations or responsibility as to the installation of the off-site improvements.
- B. If the off-site improvements are not complete at the time ownership is taken, the Developer will upon completion of the uncompleted off-site improvements give written notice of completion to Purchaser and, unless Purchaser notifies the Developer of any deficiencies within seven (7) days after the date of receipt of the notice of completion the off-site improvements shall be deemed acceptable to the Purchaser and the Developer will be released from any further obligations or responsibilities as to the installation of the previously incomplete off-site improvements.
- C. **CONDITION OF ACCEPTANCE:** Upon transfer of title from Developer to Purchaser, Purchaser shall assume full responsibility for accepting property "AS IS" and to make proper inspection to the following prior to closing:

- |                            |                          |
|----------------------------|--------------------------|
| 1. Water                   | 5. Phone                 |
| 2. Irrigation Water System | 6. Septic Tank Viability |
| 3. Gas                     | 7. Grading               |
| 4. Electric                | 8. Others as applicable  |

9. LANDSCAPING:

Simultaneously with the construction of a dwelling upon a Lot as provided herein and not later than one year subsequent to occupancy, the owner shall landscape all front and side yards in a manner acceptable to the Architectural Control Committee.

10. REPAIR OF BUILDINGS AND IMPROVEMENTS:

No building or improvements upon any lot shall be permitted to fall into disrepair, and each such improvement shall at all times be kept in good condition and repair.

11. ARCHITECTURAL CONTROL COMMITTEE:

A. The Architectural Control Committee shall consist of three members. Any communication to the committee shall be addressed to

ARCHITECTURAL CONTROL COMMITTEE

East Creek Subdivision Phase 2

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Layton, Utah 84040

unless the address is changed by written notice to the Lot owners from the Architectural Control Committee. Upon failure of the developer to fill any vacancies in the Committee, the remaining members of the Committee may do so by a majority vote of their number. The Developer may, at its sole discretion, remove members from the committee and fill vacancies. Said rights of appointment and removal shall, however, be subject to the right of the then recorded owners of a majority of the Lots, through a duly recorded written instrument to change any membership of the committee or to withdraw from the committee or restore to it its power and duties, except that the committee shall always have one member selected by the Developer if the Developer so desires. A majority of the committee may designate a representative to act for it. Neither the members of the committee nor its designated representatives shall be entitled to any compensation for the services performed under this declaration.

B. As the date of this Declaration, the Architectural Control Committee shall be composed of:

Susan R. Adams

J. Stuart Adams

At the point that 70% or more of the lots in East Creek Estate Subdivision (Phase 2) are sold, the Architectural Control Committee will then be controlled by the property owners who shall vote for three (3) of them to serve on the Committee. They shall adopt Bylaws and regulations concerning voting, elect a chairman and any other matters needed to operate and fulfill the purposes and responsibilities of the Architectural Control Committee.

12. TERM OF RESTRICTIONS:

These restrictions are to run with the land permanently except that they may be changed, cancelled or added to in whole or in part by a duly recorded instrument signed by the owners of record of a majority of the Lots.

**13. IRRIGATION WATER:**

At the time of Recording this document, Irrigation water is provided through Bear River Canal Company. The Property Owner is required to make proper arrangements for connection to the System and pay all connection, annual, or usage fees.

**14. COPY OF DECLARATION:**

Upon The sale of any Lot or any interest therein, the Owner shall provide to the purchaser of the Lot a copy of this Declaration.

**15. SEVERABILITY:**

Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

