

DECLARATION

Ent **801793** Bk **1149** Pg **750**
Date 22-Oct-2002 1:49PM Fee \$20.00
Michael Bleed, Rec. - Filed By DP
Cache County, UT
For CACHE TITLE COMPANY

Recitals

Section 1: Declarant is the Owner of that certain parcel of real property located in the City of Mendon, County of Cache, State of Utah, legally described as set forth in Exhibit "A" attached and incorporated by this reference ("the Land").

Section 2: Declarant desires to create on the Land a residential subdivision. To this end, and for the benefit of the Land and the Owners thereof, and for the benefit of Adjacent Land owned by Declarant legally described as set forth in Exhibit "B" attached and incorporated by this reference (Adjacent Land), Declarant desires to subject the Land to the covenants, conditions, restrictions, charges, easements and liens hereinafter set forth.

Section 3: The Land is hereby made subject to the following covenants, conditions and restrictions, all of which shall be deemed to run with the Land and each and every portion thereof, to ensure the proper use and appropriate development and improvement of the Land so as to:

- A. Protect the Owners of Lots against such improper development and use of Lots as will depreciate the value and use of Lots and the Land.
- B. Prevent the erection on the Land of structures constructed of improper or unsuitable materials or with improper quality and methods of construction.
- C. Ensure adequate and reasonably consistent use and development of the Land.
- D. Encourage and ensure the erection of attractively designed permanent improvements appropriately located within the Land, in order to achieve harmonious appearance and function.
- E. Generally promote the welfare and safety of the Owners of the Lots and Land.
- F. Encourage a quality development for the benefit of the Adjacent Land.

NOW, THEREFORE, for such purposes, Declarant hereby makes the following Declaration containing covenants, conditions and restrictions relating to this Subdivision which shall be an enforceable equitable servitude, where reasonable, and shall run with the land:

1. Covenants to Run with the Land. This Declaration containing covenants, conditions and restrictions relating to the Project shall be enforceable equitable servitudes which shall run with the land and this Declaration and its servitudes shall be binding upon Declarant, its successors and assigns and upon all Lot Owners or subsequent Lot Owners, their grantees, mortgages, successors, heirs, executors, administrators, devisees and assigns, and the Covenants shall be a burden to the Land for the benefit of the Adjacent Land and its owners, subsequent owners, successors and assigns.

2. Prohibition Against Subdivision of Lot. No Lot Owner, by deed, plat or otherwise, shall subdivide or in any manner cause the ownership of a Lot to be separated into physical tracts or parcels smaller than the whole Lot as shown on the Subdivision Plat.

3. Obligation to Comply with Declaration. Each Lot Owner, tenant, subtenant or other occupant of a Lot shall comply with the provisions, this Declaration, and failure to comply with any of the provisions thereof shall be grounds for an action by the aggrieved party for injunctive relief or to recover any loss or damage resulting therefrom.

4. Lots. All lots will be known as "residential lots." No structure will be erected, altered, placed, or permitted to remain on any "residential lot" other than one detached single-family dwelling and other complimentary "residential use" or equestrian use structures approved by the Architectural Review Committee. All Lots are improved to be used only as a single-family residence. No Lot shall be used, occupied, or altered in violation of the law, so as to create a nuisance or interfere with the rights of any Owner.

5. Architectural and Plot Plan Review. No structure will be erected, placed, or altered on any building lot in this subdivision until building plans, specifications, and a detailed plot plan showing walks, driveway, and general landscaping have been approved in writing by the Architectural Review Committee as to conformity and harmony of external design and color combinations with existing structures in the subdivision and to location with respect to topography and finished ground elevation. The Architectural Review Committee will be made up of Justin J. Anderson or his designee until January 1, 2006, at which time an Architectural Review Committee of not more than five (5) property owners shall be elected by a majority vote of the property owners to serve on such terms and conditions as the Owners may reasonably establish. The Architectural Review Committee will have full and absolute authority to approve or disapprove plans, buildings, design, location and other features as provided in this paragraph. The powers of architectural approval will cease on midnight December 31, 2010. No ham radio or similar antennae are permitted on Lots.

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6. Dwelling Size and Quality.

- a. No Dwelling will be erected with a finished living area of not less than 1600 square feet above grade single story or 2000 square feet above grade two story, exclusive of attic space, lofts, one-story open porches and garages. Lot 1 may have a dwelling with a finished living area of not less than 1400 square feet above grade single story, exclusive of attic space, lofts, one-story open porches and garages.
- b. All Dwellings will have at least a two-car attached or detached garage and paved driveway running from the street to said garage. Garages must be completed upon occupancy.
- c. All Dwellings and complimentary structures will be new. Dwellings cannot exceed two (2) stories in height plus roof and attic.
- d. Exterior Construction Materials will be as approved by the Architectural Review Committee.

- e. All Dwellings will conform to applicable building codes and Mendon City Ordinances.
- f. No mobile, prebuilt or manufactured homes are permitted whatsoever on either a temporary or permanent basis on any Lot.

7. Care of Lots. Owners will be responsible for yard care and maintenance, and will keep lots free of junk or inoperable vehicles, equipment and machinery, and other debris. Lot owners will also be responsible for weed control.

8. Landscaping. No fence, wall, or screen shall be erected without prior written approval of the Architectural Review Committee. All fencing, walls and screens shall be maintained and in good repair and order. Owners are encouraged to plant trees and shrubs to enhance the natural beauty of the Lots. No plantings or structures shall be placed or permitted which may damage or interfere with established drainage channels.

9. Nuisances: Construction Activities. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot, and no odors or loud noises shall be permitted to arise or emit therefrom, so as to render any such property or any portion thereof, or activity thereon, unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to the occupants of such other property. No other nuisance shall be permitted to exist or operate upon any Lot so as to be offensive or detrimental to any other property in the vicinity thereof or to its occupants. Normal construction activities and parking in connection with the building of improvements on a Lot shall not be considered a nuisance or otherwise prohibited by this Declaration, but Lots shall be kept in a neat and tidy condition during construction periods, trash and debris shall not be permitted to accumulate, and supplies of brick block, lumber and other building materials will be piled only in such areas as may be approved by the Committee. In addition, any construction equipment and building materials stored or kept on any Lot during construction of improvements may be kept only in areas approved by the Committee, which may also require screening of the storage areas.

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10. Animal Rights. Lots shall have animal rights only as permitted by Mendon City. All fences must be secure and well maintained by the Owner.

11. Covenant as a Burden and Benefit. These covenants are burdens to the real property described on Exhibit "A" attached and incorporated by this reference, and are for the benefit of all other Lots in the subdivision and are for the benefit of the Adjacent Land.

12. Enforcement. If the parties hereto, owners of the lots herein, owners of the Adjacent Land, or any of them, their heirs or assigns, violate any of the covenants herein, it will be lawful for any other person or persons owning any real property situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and to prevent either him or them from so doing or to recover damages or other dues for such violations.

13. Amendment. This Declaration may be amended upon the affirmative vote or approval and consent of not less than 66.6% of the Lot Owners. Any amendment so authorized shall be accomplished by recordation of an instrument executed by a sufficient number of the Lot Owners

and the owner of the Adjacent Land. In said instrument the Lot Owners shall certify that the vote or consent required by this Section has occurred.

14. Consent in Lieu of Vote. In any case in which this Declaration requires the vote of Lot Owners for authorization or approval of a transaction, such requirements may be fully satisfied by obtaining, with or without a meeting, consents in writing to such transaction from the required number of Lot Owners necessary to approve such action. All necessary consents must be obtained prior to the expiration of ninety (90) days after the first consent is given by any Owner;

15. Severability. The invalidity of any one or more phrases, sentences subparagraphs, paragraphs, subsections or sections hereof shall not affect the remaining portions of this instrument or any part thereof, and in the event that any portion or portions of this instrument should be invalid or should operate to render this instrument invalid, this instrument shall be construed as if such invalid phrase or phrases, sentence or sentences, subparagraph or subparagraphs, paragraph or paragraphs, subsection or subsections or section or sections had not been inserted.

16. Declarant's Rights Assignable. All of the rights of Declarant under this Declaration may be assigned or transferred either by operation of law or through a voluntary conveyance, transfer or assignment.

17. Gender. The singular, wherever used herein, shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, male or female, shall in all cases be assumed as though in each case fully expressed.

18. Waivers. No provision contained in the Declaration shall be deemed to have been waived by reason of any failure to enforce it, irrespective of the number of violations which may occur.

19. Topical Headings and Recitals. The topical headings contained in this Declaration are for convenience only and do not define, limit or construe the contents of the Declaration. The Recitals are hereby incorporated by reference.

20. Effective Date. This Declaration shall take effect upon recording. This Declaration shall run with and bind the Land for a term of twenty (20) years from the date this Declaration is recorded in the Office of the Recorder of the County of Cache, State of Utah after which time it shall be automatically extended for successive periods of ten (10) years each unless terminated by written agreement of all Owners and all lienholders.

IN WITNESS WHEREOF, the Declarant has executed this Declaration of Covenants, Conditions, and Restrictions as of this 22 day of ~~August~~ ^{October}, 2002.

DECLARANT:

Justin J. Anderson
Justin J. Anderson, Trustee

Doris W. Anderson
Doris W. Anderson, Trustee

STATE OF UTAH)
 : ss.
County of Cache)

On the 22 day of ~~August~~ ^{October}, 2002, personally appeared before me JUSTIN J. ANDERSON and DORIS W. ANDERSON, who, being by me duly sworn, did say that they are the signers of the above instrument and who duly acknowledged to me that they executed the same as Trustees.

NOTARY PUBLIC

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EXHIBIT "B"
(Adjacent Land)

A Part of the southeast Quarter of Section 8, Township 11 North, Range 1 West of the Salt Lake Meridian; Also a part of Block 24, Plat A, of the MENDON Farm Survey, described as follows:

COMMENCING AT THE SOUTHWEST CORNER OF BLOCK 24, PLAT A OF THE MENDON FARM SURVEY, SAID POINT OF COMMENCEMENT BEING S1°43'02"E 4026.83 FEET (along the east line of said section 8) AND WEST 1281.70 FEET (along the south line of said block 24) FROM THE NORTHEAST CORNER OF SAID SECTION 8, AND RUNNING THENCE n0°39'36"e 336.65 feet (along the west line of said block 24) to the point of beginning;
thence n0°39'36"e 503.75 feet along the west line of said block 24;
thence s89°51'50"e 796.25 feet;
thence south 503.48 feet;
thence n89°52'53"w 802.05 feet to the point of beginning.

CONTAINING 9.24 ACRES, MORE OR LESS.

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