

**RESTRICTIVE COVENTANTS
TO NIBLEY PARK ESTATES SUBDIVISION
PHASE I**

The undersigned, Nibley Park Inc. (“Grantor”), fee owner of the following describe real property more particularly described in Exhibit “A”, same being the real property now duly platted as “NIBLEY PARK ESTATES” (the “Property”), a subdivision of the city of NIBLEY, as said plat is now recorded in book ____, Page ____, in the office of the Register of Deeds in and for Cache County, Utah, hereby make the following declarations as to limitations, restrictions and uses to which the lots and/or tracts constituting said addition may run with all of the land, as provided by law, and shall be binding on all parties and upon all future owners in said addition, this declaration of restrictions being designed for the purpose of keeping said addition desirable, uniform and suitable in architectural design and use as herein specified:

1. These covenants, conditions restrictions, and reservation shall be perpetual and shall apply to and be forever binding upon the grantee, his heirs, executors, administrators and assigns, and are imposed upon the property as obligation or charge against the same for the benefit of the grantor herein named, its successors and assigns; and as a general plan for the benefit of said tract.
2. All requirements of the Nibley City Zoning Ordinance, as adopted for properties zoned R2-A, apply to the Property along with all of the additional restrictions below.
3. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon that may be or may become an annoyance or nuisance to the neighborhood.
4. Lots in this subdivision shall be residential lots, and all buildings erected thereon shall be one-family dwellings. Two car garages are required in addition to the structures as specified in this document.
5. Lots shall not have garages constructed thereon for more than four cars.
6. All sales or leases of lots in this subdivision shall be made subject to these restrictions as to the use of the same.
7. No residence of any kind of what is commonly known as “boxed” or “sheet metal” construction shall be built in said tract unless the same shall be covered over upon all its outside walls with stucco, weatherboard, brick, stone, vinyl or aluminum siding or other veneer material. No “log” construction or geodesic domes are allowed. Conservative pastel colors, white or light earth tones must be used. The front exterior must contain at least one third brick or rock in addition to the exterior material above.

8. That no offensive, noisy or illegal trade, calling, or transaction shall be done, suffered, or permitted upon the land conveyed.
9. No part of said premises shall be used or occupied injuriously to affect the use, occupation, or value of the adjoining or adjacent premises for residence purposes, or the neighborhood wherein said premises are situated.
10. No trailer, basement tent, shack, garage, barn or other outbuildings erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
11. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1400 square feet finished or not less than 1800 square feet finished in the case of a structure without a basement. Any smaller residences shall require advance written approval of Grantor.
12. No residence shall be erected on said premises which shall have a roof with less than a 5/12 pitch made of gable or hip construction, and all gabled and hip roofs shall be covered with shingles of wood, asphalt or composition, or with slate or tile. A garage or other outbuilding on any lot shall be of construction and architectural type similar to the residence thereon. Roof overhang shall not be less than 12 inches on all sides.
13. A Home Owners Association will be formed when at least 75% of the building lots are sold which will be responsible to enforce the CC&R's.
14. Building lots shall have a building permit approved within two years from the time the lot is purchased from the developers (Grantors).
15. When any building shall be constructed upon any portion of said lands and premises, the owner of the portion of the land on which such building is constructed shall cause that portion of said land owned by him and lying between the building and the street across the entire frontage to be seeded and suitably planted, in grass, ground cover or flower beds, including at least two trees, said seeding and planting to be completed within one & one half years of the completion of said building, weather permitting, or as soon as weather otherwise permits but in any case said seeding and planting shall be completed within 18 months of completion of said structure. Lot owners shall also control the growth of weed on the lot or any portion thereof not covered by finished structure, concrete, asphalt or landscaping.
16. No new building, or structure shall or will exceed two stories above ground.
17. Driveways and parking areas shall consist of concrete, brick or asphalt construction. No dirt or gravel driveways are permitted.
18. No curbside parking or storage of recreational or sports vehicles including campers, trailers, boats, snow machines, water craft or motor homes and fifth wheels or other trailers are allowed. All such vehicles, trailers, boats, campers, craft shall be parked behind or along side the dwelling in a manner that no portion of the said equipment shall extend beyond the front exposure of the residence or said equipment may be stored in a covered garage or carport. There will be no tent type patios or garage extensions.

- 19. These restrictions and reservations are made for the benefit of any and all persons who now may own, or any lot hereafter own, any lot in the property, and such persons are specifically given the right to enforce these restrictions and reservations. Said grantor and every person hereinafter having any right, title, or interest in any lot in said block shall have the right to prevent or stop violation of any of said restrictions, by injunction or other lawful procedure, and to recover any damages resulting from such violation.
- 20. All residents and building contractors, or sub contractors shall insure their family members, guests, licensees and invitees respect the property rights of adjacent landowners to this subdivision and do not permit trespass or permit rubbish to blow onto or accumulate on said adjacent landowner's property.
- 21. All plans will be reviewed and approved by an Architectural Review Committee. Plans must be approved by one of the members of the Architectural Review Committee. Members of the Architectural Review Committee are owners of Nibley Gardens Inc. After 75% of the lots are built upon, the home owners may elect a committee of at least three persons for the purpose of architectural review and enforcing restrictions at their option.

ADOPTED this _____ day of _____ 2001.

Nibley Park Inc.

By: _____

Its: _____

STATE OF UTAH)
 :
 County of Cache)

On the _____ day of _____, _____, personally appeared before me Arlyn Rounds, and acknowledged that they are the managing member of their companies, the signer of the within instrument, who duly acknowledge to me that he executed the same.

 Notary Public
 Residing at:
 Commission expires