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-TO-  
WHOM IT MAY CONCERN

DECLARATION OF PROTECTIVE COVENANTS  
AGREEMENTS, RESTRICTIONS AND CONDITIONS  
AFFECTING THE REAL PROPERTY KNOW AS  
FOREST HILLS SUBDIVISION #9

Entry No.  
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Box Elder Co., UT  
For PHILLIPS HANSEN LAND TITLE CO

03-238-0001 thru 0046

PART A. PREAMBLE

WHEREAS, the undersigned is the legal and beneficial owner of a certain tract of land situated in the Town of Brigham City, Box Elder County, State of Utah, described as FOREST HILLS NO. 9 SUBDIVISION.

WHEREAS, the undersigned is about to sell the property described heretofore, which the beneficial owner desires to subject, pursuant to a general plan of improvement, to certain restrictions, conditions, covenants and agreements between itself and the several purchasers of said property and between the several purchasers of said property themselves as hereinafter set forth:

NOW THEREFORE, the beneficial owner declares that the property described heretofore is held and shall be sold, conveyed, leased, occupied, resided upon, hypothecated and held subject to the following restrictions, conditions, covenants, and agreements between the beneficial owner and the several owners and purchasers of said property as between themselves and their heirs, successors and assigns:

PART B. AREA OF APPLICATION:

B1. FULLY PROTECTED RESIDENTIAL AREA. The residential Area Covenants in Part C, D, E, F, in their entirety shall apply to Forest Hills No. 9 Subdivision.

PART C. RESIDENTIAL AREA COVENANTS:

C1. LAND USE AND BUILDING TYPE. No lot shall be used except 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 above the curb level and an attached private car garage for not less than two cars.

C2. ARCHITECTURAL CONTROL. 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 have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to locations with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any

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lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be provided in Part D.

C3. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$150,000 exclusive of the lot, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1,500 square feet for a two-story dwelling, nor less than 1,300 feet for a dwelling of more than one story.

The following minimum FINISHED square foot living area requirements shall apply.

- A. One story dwellings (Ramblers): The finished main floor area of the main structure shall be no less than 1500 square feet, exclusive of porches and garages.
- B. Two story dwellings: The combined finished floor area above the curb level shall not be less than 2600 square feet, exclusive of porches and garages.
- C. Multilevel buildings: The combined finished floor areas above curb level shall not be less than 1600 square feet, exclusive of porches and garages.
- D. Split entry dwellings: The combined area of the two levels above ground shall not be less than 2800 square feet with the finished main floor area (including kitchen, living room and bedrooms) no less than 1500 square feet, exclusive of porches and garages.

THE EXTERIOR shall be primarily brick or stucco or natural stone or a combination of these materials with aluminum siding being limited to soffit and fascia and gable ends. Other exterior materials may be used upon written approval of the Architectural Control Committee. In any event, all exterior designs must be approved by the Committee before construction begins. All roofing will be of 25 year asphalt multilevel, tile or shake shingles. Other roofing materials must be approved in advance by the Architectural Control Committee. Any detached garages, in addition to the attached garage, must be constructed with the same external building materials as the primary residence.

#### C4. BUILDING LOCATON

(a) No building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 20 feet to any side street line, except where approved by the appropriate authority.

(b) The minimum side yard in feet for any dwelling shall be 8 feet and the total width of the two required side yards shall be 18 feet. The minimum side yard for a private garage shall be 8 feet except that private garages and other accessory building located in the rear of and at least 6 feet in the rear of a dwelling may have a minimum side yard of 1 foot, provided that no private garage or other accessory building shall be located closer than 10 feet to a dwelling on an adjacent lot. On corner lots, the side yard in feet which faces a street for both main and accessory

building shall be not less than 15 feet nor be required to be more than 25 feet. Any garage or carport opening which faces onto a street shall be set back from the street line at least 25 feet.

( ) For the purpose of this covenant, eaves, steps, and open porches shall not be considered as part of a building to encroach upon another lot.

C5. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 70 feet at the minimum building setback line or shall any dwelling be erected or placed on any lot having an area of less than 10,000 square feet, except that a dwelling may be erected or placed on all lots as shown on the recorded plat provided that front, side and rear setbacks required above are complied with.

C6. EASEMENTS. Easements for installation and maintenance of utilities and drainage of facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

C7. NUISANCES. 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. No clothes drying or storage of any articles which are unsightly in the opinion of the Architectural Control Committee will be permitted on patios or in other open areas, unless the patio or area is enclosed and designed for such purpose. No automobiles, trailers, boats, or other vehicles are to be parked or stored on the front or side street of the lots unless they are in running condition, properly licensed, and are being regularly used. Automobiles must be moved every 120 hours. All RV's stored or parked on the lot must be located to the side or in the rear of the home and must be concealed from the front of the street. All roof mounted heating and cooling equipment must be set back to the back side of the roof out of view from the street. All TV antennas are to be placed in the attic out of view. Satellite dishes are to be hidden from view from the street.

C8. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

C9. PRIVATE RESIDENCE: MOVING OF STRUCTURES. Said premises shall be used for private residence purposes only, except as hereinafter set forth and no structure of any kind shall be moved from any other prior residence upon said premises, nor shall any incomplete building be permitted to remain incomplete for a period in excess of 1 year from the date the building was started unless approved by the Architectural Control Committee. Manufactured homes, mobile homes, and modular units are not permitted, regardless of whether such structures are permanently fixed to the premises.

C10. SIGNS. No signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than two square feet, one sign of not more than five square feet, advertising the property for sale or rent, or signs used by a builder to advertise the property during construction and sales period.

C11. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

C12. PETS, ANIMALS, ETC. No animals other than a reasonable usual number of household pets shall be kept on any of said lots. All animals shall be kept and boarded in compliance with the Brigham City ordinances then prevailing.

C13. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as dumping ground for rubbish, trash, garbage, or other waste shall be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

C14. SIGHT DISTANCE AND INTERSECTIONS. Fences, walls, and hedges may be erected or allowed to the permitted building height where located within the buildable area, except or otherwise limited herein and provided that any physical structure over 2 feet in height shall require a building permit. Fences, walls and hedges may not exceed 2 feet in height within any required front yard or side yard street, except however the building inspector shall have the authority to issue permits for see-through fences and walls in such areas to a height of 4 feet when the same will not constitute a safety hazard. Where a fence, wall or hedge is located along a property line separating 2 lots and there is a difference in the grade of properties on the 2 sides of the property line the fence, wall or hedge may be erected or allowed to the permitted maximum height of on either side of said property line.

C15. LANDSCAPING. Each lot is to be landscaped within 18 months of its initial purchase or within 12 months of the occupancy date of completion of any structure built upon said lot. Landscaping of lots shall be considered complete when the first 30' of the lot is planted with grass and maintained, and the remainder of the lot is cultivated or planted and kept free of weed and debris. The parking strip between the curb and sidewalk shall also be landscaped with grass, trees or shrubs within the above mentioned time frame. Trees, lawn, shrubs and other planting provided by the owner either before or after construction of a dwelling unit upon said lot shall be properly nurtured and maintained or replaced at the owners expense.

C16. CURB AND GUTTERS. Purchaser hereby acknowledges and warrants that the purchaser has inspected the curb, gutter and sidewalks that abut to and are part of the lot under purchase. Purchaser accepts the curb, gutter and sidewalks in their finished and current state and



buildings to be constructed on his or her property. The Architectural Control Committee by virtue of its role herein shall not be responsible or liable for any defects in the design approved or for damages, cost and expenses resulting from their use.

**PART E. GENERAL PROVISIONS:**

E1. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded, after which said covenants are recorded after which said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

E2. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. The rights granted herein to enforce this Declaration of Protective Covenants shall be cumulative and are not intended to exclude any other remedies which may be available to any other person in law or in equity. Any person or persons who bring a successful action to enforce this declaration shall be entitled to an award for reasonable attorney's fees and costs incurred in prosecuting such action.

E3. SEVERABILITY. Invalidation of any of these covenants by judgment or court shall be in no wise affect any of the other provisions which shall remain in full force and effect.

E4. AMENDMENT. These covenants may be amended by the written acceptance of two-thirds (2/3) of the fee simple title owners.

E5. INTERPRETATION. These covenants shall be governed according to the present ordinances of Brigham City, Utah. If any variance occurs between these covenants and current or future Brigham City ordinances will apply.

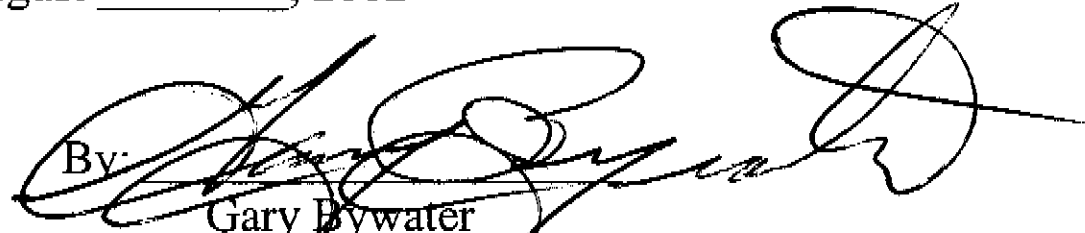
**PART F. IRRIGATION EASEMENTS:**

F1. IRRIGATION. This property may be subject to tax assessments by the Weber-Box Elder Water District. There are however, no irrigation ditches or easements to transport the water to lots within the subdivision. By accepting title or purchasing an interest in lots within this subdivision, each purchaser agrees that he is aware of this situation and shall forever release and discharge his grantor for any and all responsibility to provide any irrigation ditch or easement rights to transport water to his or her lot.

F2. ACCEPTANCE OF RESTRICTIONS. All purchasers of property described above shall, by acceptance of delivery of any deed, or by purchasing under a contract, or by acquiring any interest in any lot listed herein, or any portion thereof, be conclusively deemed to have consented and agreed to all restrictions, conditions, covenants, and agreements set forth herein.

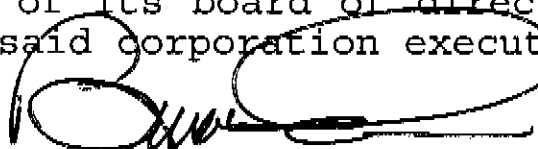
F3. MODIFICATION. This Declaration of Protective Covenants may be modified, amended, supplemented, or canceled by an instrument signed by a two-thirds (2/3) majority of the then owners of record of all lots in the Forest Hills Subdivision No. 9.

Dated this 30<sup>th</sup> day of \_\_\_\_\_ August \_\_\_\_\_, 2002

By:   
Gary Bywater  
President, Brigham Realty, Inc.

STATE OF UTAH )  
 ) ss  
COUNTY OF BOX ELDER )

On the 30th day of August A.D. 2002, personally appeared before me Gary Bywater who, being by me duly sworn, did say that he is the President respectively of Brigham Realty and that the said instrument was signed in behalf of said corporation by authority of its board of directors and the aforesaid officers acknowledged to me that said corporation executed the same.

  
\_\_\_\_\_  
NOTARY PUBLIC

Commission Expires:  
Residing in:

Phillips-Hansen Land Title Company

