

## Protective Covenants

The protective covenants of North 40 Subdivision Lots 1 through 36 inclusive, Box Elder County, State of Utah. Adopted January 1, 2004.

03-241-0001

THRU

03-241-0036

### Article 1 Improvements

1. TYPE OF STRUCTURE. All lots shall be used for single family dwellings and residential purposes. Any one story residence shall contain not less than 1400 square feet of living area, exclusive of porches, garages, and patios. Any two story residence shall contain not less than 1800 square feet of living area above ground level. Any split-level, bi-level, or multi-level home that does not fall under traditional two-story architecture shall contain not less than 2200 square feet of living area above ground level.

All dwellings must have private garages for not less than 2 vehicles, with no carports allowed. All dwellings must have hip or gabled roofs with a minimum of 4X 12 pitch. Flat, graveled, or built up roofs shall not be permitted. All roofing materials shall be architectural asphalt, tile, or wood shingles.

No building shall be erected, altered or placed on any lot until the construction plans, specifications, and a plot plan showing the location of the structure have been approved by the architectural control committee. Review as to the quality and composition of materials along with the harmony of external design with existing homes is mandatory. No dwelling or garage shall be erected with less than 30% brick or native stone on the front facing the street. The sides and back may be aluminum or vinyl siding or combination of the above decors.

**No modular, pre-fabricated, or move on dwellings will be accepted on any lot.**

The architectural control committee (The Committee) initially is composed of MAG Acres Development partners and controlling managers. A majority of the committee may designate a representative to act for the committee, including but not limited to the required plan review and engineering procedures required by Brigham City prior to receiving a building permit. The members of the committee shall have full authority reject submitted house plans as non-compliant to the nature of the subdivision. The members of the committee shall have full authority designate their successor. Neither the members of the committee nor its designated representatives shall be entitled to any compensation for such services performed pursuant to this covenant, other than a plan check fee. All plans and specifications must be submitted to the committee or its representative prior to obtaining building permits. One complete set of plans must be submitted along with a \$20. Review fee.

2. LANDSCAPING. All family dwellings shall be planted in lawn or other acceptable landscaping in the front yard within one year of occupancy. To protect and not negatively impact the esthetics of the subdivision, the side and back yards shall be acceptably landscaped within two years of occupancy. Acceptable landscaping and lawn shall be defined by a majority of lot owners in the subdivision. Trees, lawn, and shrubs of other planting shall be properly nurtured at the owners expense.
3. BUILDING LOCATIONS. All lots in North 40 Phase 1 shall be subject to Brigham City Zoning and Subdivision Ordinances. The development and improvements of all lots therein shall be in compliance therewith including building setbacks, easements, right of ways, grade and elevation of construction, streets, sidewalks, and curb and gutters.

## Article II Restrictions

1. PRIVATE RESIDENCES. Said premises shall be used for primary residences only. All buildings shall be completed within one year from the date said building was started.
2. GARBAGE AND REFUSE DISPOSAL. No lot or any part thereof shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept or permitted to remain on any lot except in sanitary containers. No materials shall be kept or stored on any lot, **(other than construction material in the course of normal construction)**, that may be unsightly or a fire hazard.
3. AUDIO VISUAL. No audio or visual equipment such as TV, radio, or communications antennas will be permitted to be placed on any structure where they are in view of the public. No satellite receiving or dishes will be allowed in any front yards. Any and all such equipment will be permitted in side yards and back yards only.
4. SIGNS. No signs of any kind shall be displayed for public view on any lot or structure except to advertise the property for sale, or by the builder during construction to advertise the construction site and identify the builder.
5. RECREATIONAL VEHICLES. No recreational vehicles, such as boats, mobile homes, snowmobiles, motorcycles, trailer, or related equipment shall be parked or stored on any front street or driveway in front of a house or garage for more than forty-eight hours within any seven day period. Boats, trailer, campers, motor homes, or similar vehicles which are parked on the lot must be located to the side or in the rear of the home. All such parking shall be on a finished surface and not bare ground.
6. PROHIBITED VEHICLES. No commercial vehicles, school buses, trucks with more than six tires or heavier than two ton rating shall be parked or stored on any lot or front street for more than cumulative total of forty-eight hours per calendar week.
7. PETS AND ANIMALS. Pets are allowed in the Subdivision and shall be subjected to the Brigham City Zoning and Subdivision Ordinances. No pets shall be allowed to be kept on any lot nearer to the street than the back house line. Corner lots are an exception.

8. NUISANCES. No obnoxious or offensive trades or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood or surrounding neighbors. No cloths drying or storage articles which are unsightly shall be allowed on patios or decks. No weeds, underbrush, or unsightly growths shall be permitted to grow or remain upon the premises, and no refuse pile or unsightly objects shall be allowed to be placed or suffer to remain anywhere thereon.

No automobiles, trailers, or other vehicles are to be stored on the streets in front or sides of the lots unless they are in running condition, properly licensed and are being regularly used. No oil or mining operations of any kind or sort will be allowed on or in any lot or structure.

9. FENCING. No fence or similar structure shall be erected in any required front yard of a dwelling higher than 42 inches, nor shall any fence or similar structure be erected in any side or rear yard higher than six feet.

### ARTICLE III

#### GENERAL PROVISIONS

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

At any time prior to the end of the first thirty year period, a majority of seventy-five percent of all lot owners may agree to amend, alter, abolish, or otherwise change these covenants by doing so in writing and filing the same with the County Recorder's office.

2. REMEDIES FOR VIOLATION. 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 violations 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 equity. Any person or persons who bring a successful actions to enforce this Declaration shall be entitled to an award for reasonable attorney's fees and costs incurred in prosecuting such action.
3. SEVERABILITY. It is expressly agreed that in the event any covenant, condition, or restriction herein before contained or any portion thereof is held invalid or void by a court of competent jurisdiction, such invalidity or voidance shall in no way effect any valid covenant, condition, or restriction and such void or invalid term shall be severed from this document and the remainder shall remain in full force and effect.
4. ACCEPTANCE OF RESTRICTIONS. All purchasers of property described above, by acceptance of contracts of deeds for any lots of any portion thereof, which are included in this document, shall be conclusively deemed to have consented and agreed to all restrictions, conditions, covenants and agreements set forth herein.

**SWM Services, Inc.**

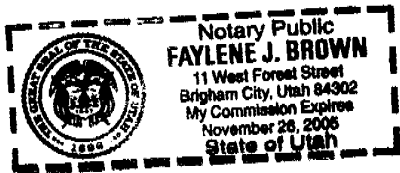
*Scott W. Mitchell*

**Scott W. Mitchell, President**

State of Utah                                }  
  } ss.  
County of Box Elder                        }

On the **Fifth day of May, 2004**, before me, personally appeared **Scott W. Mitchell**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) are/is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that his/her/their signature(s) on the instrument that person(s) or the entity upon behalf of which the person(s) acted, executed the instrument as President of SWM Services, Inc.

WITNESS my hand and official seal.



*Faylene J. Brown*  
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NOTARY PUBLIC