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PROTECTIVE COVENANTS FOR NORTH by NORTHEAST III
RICHFIELD CITY SURVEY
RICHFIELD, SEVIER COUNTY, STATE OF UTAH

00334911 BK00526 P#00302-00309
JAYRENE B NIELSEN RECORDER SEVIER COUNTY
2005 SEP 20 14:48 PM FEE \$40.00 BY PSP
REQUEST: KAY MCIFF

KNOW ALL MEN BY THESE PRESENTS:

That KLM FAMILY PARTNERSHIP, of Richfield, Sevier County, State of Utah, is the owner of the following described property located in Richfield, Sevier County, State of Utah, to-wit:

LOTS THIRTY-FIVE (35) THROUGH FIFTY (50),
NORTH by NORTHEAST III, RICHFIELD CITY SURVEY.

NOW, THEREFORE, said owner (Grantor) of the lots in the NORTH by NORTHEAST III Subdivision (hereafter the "subdivision") hereby declares that all of the property described above is held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied, and improved subject to the following limitations, restrictions, and covenants, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement, and sale of the lands, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability, and attractiveness of the lands and every part thereof. The acceptance of any deed or conveyance thereof by the Grantees therein, and their heirs, executors, administrators, successors, and assigns, shall constitute their covenant and agreement with the undersigned and with each other, to accept and hold the property described or conveyed in or by such deed or conveyance, subject to said covenants and restrictions, as follows, to-wit:

ARTICLE I - GENERAL RESTRICTIONS

1. Land Use and Building Type: No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted on any lot other than detached dwelling units designed for not more than one family, not to exceed two above-ground stories in height, and attached or detached garages, carports, storage or utility buildings, or similar structures. "Family" is defined to mean persons related by blood or marriage, by legal adoption or by operation of law.

2. Architectural Control: No building shall be erected, placed, or altered on any lot until the construction plans and specifications, or sketches and worksheets, and a plan showing

the location of the structure, have been approved by the NORTH by NORTHEAST III Architectural Control Committee as to quality of workmanship and materials, harmony of exterior design with existing structures, and as to location with respect to topography and finish grade elevation. Application for a City Building Permit shall not be made until after compliance with the foregoing. No fence, wall, or hedge shall be erected, placed, or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in Section Four (4), Article II, of these covenants.

3. Dwelling, Quality and Size: No single family dwelling shall be permitted on any lot that is inferior in quality to the average of the homes located on the other lots in the subdivision. In order to provide further meaning to this requirement, the following shall apply:

(A) The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than fifteen hundred (1,500) square feet for a one-story dwelling (exclusive of basement) and not less than eleven hundred (1,100) feet for a dwelling of more than one story.

(B) Each dwelling must have at least a double garage that is either an integral part of the main dwelling, or a detached structure that is compatible in design and quality with the dwelling, and constructed and located in a manner to enhance the overall attractiveness and marketability of the dwelling.

(C) The dwelling and attached or detached garage shall be "stick-built", and not constructed at other locations ("pre-fabricated") and moved to a lot subject to these covenants. This requirement may only be waived by an express written determination of the Architectural Control Committee that the pre-fabricated structure may be located on a lot without compromising the quality required by this section or the quality of the neighborhood in which the structure is to be located. In reviewing a waiver request, the Architectural Control Committee shall indulge the assumption that the prefabricated structure is inferior and the proponent shall have the burden of proof by clear and convincing evidence. Moreover, the Committee may consider not only the quality of construction but design and any other factor impacting value and/or compatibility.

4. Soil Testing and Foundation Construction. The City of Richfield is located on a series of alluvial fans which have seams of gravel as well as collapsible soils principally carried from the west mountains and then graded and leveled over many years. Home construction should include soil testing and construction techniques (particularly with regard to compaction, footings, and foundation) designed to ensure structural stability.

5. Building Location:

(A) No building shall be located on any lot nearer than thirty (30) feet to the front lot line or nearer than twenty-five (25) feet to any side street line or the minimum permitted by City ordinance whichever is the greater.

(B) No building shall be located nearer an interior lot line than eight feet (8') or the minimum permitted by City ordinance which ever is greater. The combined side yards shall not be less than twenty (20) feet. No dwelling shall be located on any interior lot nearer than thirty (30) feet to the rear lot line.

(C) No dwelling shall be constructed on a lot having square footage of less twelve thousand (12,000) square feet.

(D) The provisions of this section may on an individual basis, upon appeal by a lot owner, be modified by the Architectural Control Committee, providing it is determined that there will be no adverse impact on adjoining lots and providing such modification does not offend existing City Ordinances.

6. Easements: Easements for installation and maintenance of utilities are as shown on the recorded plat and as set forth below. No structure, planting, or other material shall be placed and permitted to remain within these easements which may damage or interfere with the installation and maintenance of utilities. The easement area of each lot and the City property between the sidewalk and the curb and gutter which fronts each lot shall be improved and maintained continuously by the owner of the lot except for those improvements for which a public authority or utility company is responsible. The purpose of the easements shown on the plat shall be for normal utilities including: water lines, sewer lines, electrical lines, telephone lines, natural gas lines, cable television lines, and other public utilities that may exist from time to time.

7. **Trees:** Unless already in existence, the following species of trees shall not be allowed on any lot: Poplar, Cottonwood, Chinese Elm or Russian Olive. The planting of trees within the parking strip (between the curb and gutter and the sidewalk) is limited to Columnar Maple, Flowering Pear, Flowering Plum, Paul Scarlet Hawthorn or other similar size non-fruit-bearing trees approved by the Architectural Control Committee.

8. **Mailboxes:** Consistent with postal requirements, mailboxes for two lots shall be located on the line between the lots and adjacent to the street. Unless otherwise approved, the locations shall be as follows:

- At the corner common to Lots 35 and 36.
- At the corner common to Lots 37 and 38.
- At the northeast corner of Lot 39.
- At the corner common to Lots 40 and 41.
- At the corner common to Lots 42 and 43.
- At the northwest corner of Lot 44.
- At the corner common to Lots 45 and 46.
- At the corner common to Lots 47 and 48.
- At the corner common to Lots 49 and 50.

9. **Nuisances:** No noxious or offensive activity, including mining or drilling operations, shall be carried on or upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. The owner of each lot shall be responsible for the maintenance thereof, whether or not a dwelling structure exists thereon, and shall be obliged to prevent the growing of any noxious or offensive weeds or the accumulation of any paper, rubbish, old machinery or equipment, or trash of any kind.

10. **Temporary and Other Structures:** No structures of a temporary nature, trailer, basement house, tent, shack, garage, barn, or other outbuildings shall be used at any time as a residence, either temporarily or permanently, nor shall said structures be permitted on said property at any time. No old or second-hand structures shall be moved onto any of said lots without the approval of the Architectural Control Committee, it being the intent hereof that all dwellings and other buildings to be erected on said lots or within said subdivisions, shall be new construction or of comparable quality as to appearance, workmanship, and materials.

11. **Signs:** Except for a "For Sale" sign relating to the lot (with or without a dwelling), no sign of any kind shall be displayed to the public view on any lot without first receiving

approval from the Architectural Control Committee prior to display. Said approval shall not be unreasonably withheld.

12. Livestock, Poultry, Agriculture: No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose. Such animals as are permitted shall be strictly controlled and kept pursuant to City ordinances.

13. Street Parking: No bus, tractor, trailer, truck, camping vehicle, boat, boat trailer, mobile home, or other vehicle other than standard automobiles and pickup trucks with standard beds, shall be permitted to be parked on any public street within the subdivision. The intent of this provision is not to prevent the temporary parking of a "prohibited" vehicle belonging to a visitor or guest of the owner of any lot, nor to prevent the emergency parking of a "prohibited" vehicle belonging to any lot owner, but rather to prevent the parking of such vehicles on a regular basis or as a matter of course.

14. Dwelling Construction: In order to promote a harmonious community development and protect the character of the neighborhood, the following guidelines are set out:

(A) The Architectural Control Committee shall be most favorable toward stone, stone veneer, brick, or brick veneer on any proposed dwelling. Wood, stucco or siding may be approved on an individual basis providing it is attractive and durable, and consistent with the architecture of the dwelling.

(B) Location of all storage or utility buildings, garbage and refuse containers, clothes drying lines, and utility pipes, etc., must be placed at the rear of the dwelling and located on the site in such a manner as not to be unduly conspicuous from the frontage street.

15. Damage to Improvements: The owner of any lot shall be responsible for repair of damage to any sidewalk, curb and gutter, street, or other improvement within the subdivision occasioned by his act or the act of his contractor, builder, or agent, wherever such damage occurs. This shall be construed to include replacement where reasonably necessary. Each owner shall be obliged to contractually pass on to his contractor, builder, or agent the responsibility imposed by this provision, though this shall not be construed to relieve said owner of primary liability failing performance by his contractor, builder, or agent.

ARTICLE II - DURATION, ENFORCEMENT, AMENDMENT

I. Duration of Protective Covenants: All of the conditions, covenants, and reservations set forth in this declaration of restrictions shall continue and remain in force and effect at all times against said property and the owners thereof, subject to the right of change or modification provided for in this Article, until forty (40) years, and shall as then in force be continued thereafter for successive periods of twenty years each without limitation, unless a written agreement is executed by more than two thirds (2/3) of the then record owners in the subdivision with one vote per lot by the terms of which agreement any of said conditions or covenants are changed, modified, or extinguished in whole or in part as to all or any part of the property originally subject thereto, in the manner and to the extent therein provided.

1. Construction and Validity of Restrictions: All of said conditions, covenants, and reservations contained in this declaration shall be construed together, but the invalidation of one or any part thereof, by court order or otherwise, shall in no way affect the validity of the remaining part or any part, and the same shall remain in full force and effect.

2. Enforcement: Each and all of said conditions covenants, and reservations is and are for the benefit of Grantor and each owner of land (or any interest therein), in said property, and they and each thereof shall inure to and pass with each and every parcel of said property and shall apply to and bind the respective successors in interest of said Grantor. As to each lot owner, the said restrictions, conditions, and covenants shall be covenants of equitable servitude, and the breach of any thereof and the continuance of such breach may be enjoined, abated, or remedied by appropriate proceedings by any such owner of another lot or parcel in said subdivision, every act or omission whereby any restriction, condition, or covenant is violated in whole or in part being hereby considered and declared to be a nuisance. Failure by Grantor or any property owner or their legal representatives, heirs, successors, or assigns to enforce any of said restrictions, conditions, covenants, or reservations, shall in no event be deemed a waiver of the right to do so thereafter. Grantor and any property owner, their successors and assigns, shall be entitled to recover costs and legal expenses incurred in giving force and effect to the terms hereof.

3. Architectural Control Committee: The Architectural Control Committee, which is vested with the powers described herein, shall consist of three owners of property within the subdivision, appointed by Grantor or elected by lot owners. The


initial Architectural Control Committee shall include the two general partners of Grantor, together with one other property owner. Prior to commencement of any excavations, construction, or extensive remodeling or adding to any structure theretofore completed, there shall first be filed with the Architectural Control Committee a complete set of building plans and specifications or sketches and worksheets to be used in construction, together with a block or plot plan indicating the exact part of the building site the improvements will cover, and said work shall not commence unless the Architectural Control Committee shall endorse said plans as being in compliance with these covenants and are otherwise approved by the Committee. The Committee shall have the right to take into consideration the suitability of the proposed building and of the materials of which it is to be built, the harmony thereof with the surroundings, and the effect of the building or other structure so planned on the outlook from the adjacent or neighboring property. In the event said committee fails to approve or disapprove in writing said plans within thirty (30) days after their submission, then said approval shall not be required. Application for a City Building Permit shall not be made until after receipt of approval of said Committee or until after expiration of the thirty (30) days, as aforesaid.

4. Assignment of Powers: Any and all rights powers of the Grantor herein contained may be delegated, transferred, or assigned. Wherever the term "Grantor" is used herein, it includes assigns or successors in interest of the Grantor.

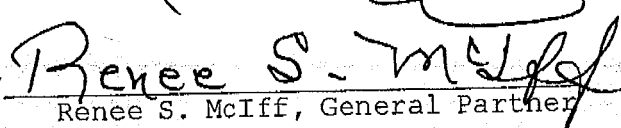
IN WITNESS WHEREOF, K. L. McIff and Renee S. McIff, as the general partners of the KLM Family Partnership, Grantor, have set their hands this 19 day of September, 2005.

KLM FAMILY PARTNERSHIP

By


K. L. McIff, General Partner

By


Renee S. McIff, General Partner

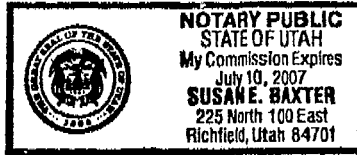
STATE OF UTAH)
): ss.
COUNTY OF SEVIER)

On the 19th day of September, 2005, K. L. Mciff and Renee S. Mciff, the signers of the foregoing document, duly acknowledged before me that they signed as general partners of the KLM Family Partnership, and that the partnership executed the same.

Susan E. Baxter
Notary Public

Residing At: Richfield, Utah

My Commission Expires: 7-10-07



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