

PROTECTIVE COVENANTS COVERING Freeman Farms

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned are the present owners of all the lots, pieces and parcels of land embraced within the area hereinafter specifically described; and

WHEREAS, said area comprises an exclusive residential subdivision of Box Elder County, Utah;

NOW THEREFORE, the following restrictive covenants are placed upon said lots for the mutual benefits and protection of future owners, and the premises to which these restrictive covenants shall attach are specifically described as:

All of Freeman Farms, in Box Elder County, according to the official plat thereof, as filed with the County Recorder, records of Box Elder County, Utah.

1. No lot shall be used except for residential purposes. Any buildings erected, altered, placed, or permitted to remain on any lot shall be in compliance with all zoning and all land use ordinances. Residence shall include attached garage for not less than two cars.
2. All land use and buildings shall be in compliance with all zoning and land use ordinances and regulations of the municipalities, and agencies governing subdivision land use and building, including all landscaping, grading, and drainage of the land in each owner's lots. All must be completed so as to comply with flood control requirements of the subdivision and the individual lots therein.
3. All construction is to be of new materials. Dwelling must be SITE-BUILT in accordance with UNIFORM BUILDING CODE REQUIREMENTS. Off-site and/or manufactured housing shall not be permitted. Used brick may be used with prior written approval of the Architectural Control Committee.
4. The exterior design showing finished materials must be prepared and the renderings and elevations submitted to the Architectural Control Committee for prior approval. Plans shall also show the location of the structure on the lot and show the topography and finished grade elevation.
5. No excavation for stone, gravel or earth shall be made except for walls, basements, or cellars of dwellings.

6. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1600 square feet for a one-story dwelling, nor less than 2200 square feet (main living area) for a multi-level dwelling. All dwellings shall be constructed with a minimum of 40% of the front of the dwelling being constructed with brick, stone, or masonry. The balance of the front shall be stucco or Hardi Board. The other three sides may be sided with vinyl or aluminum.
7. No lot shall be re-subdivided without the consent of all property owners within the subdivision.
8. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out-building shall be used on any lot at any time as a residence either temporarily or permanently.
9. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than five square feet advertising the property for sale or signs of not more than 32 square feet used by the developer, builder or Sales Agent to advertise the property during the construction and sales period.
10. No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon any lot. No derrick or other structure for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot.
11. The Architectural Control Committee is composed of Gary K. Madsen and Clayton M. Grover. In the event of death or resignation of any member of the committee, the remaining member shall have full authority to designate a successor.
12. These covenants may be amended by a vote of three-fourths of the property owners. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for period of 30 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years, unless an instrument signed by two-thirds majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
13. Enforcement shall be 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 damage.
14. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions that shall remain in full force and effect.
15. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at a point 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitation shall apply on any lot within 10 feet from the intersection of the street property with the edge of the driveway. No tree shall be permitted to remain

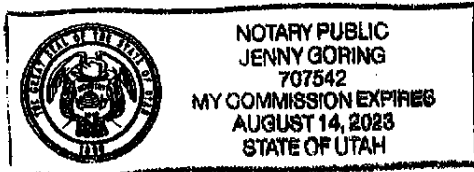
within such distances of such intersections unless the foliage line is maintained and sufficient height to prevent obstructions such sight lines. The Architectural Control Committee shall approve fences and walls. No fence, wall or hedge shall be erected, or placed or altered on any lot nearer to any street than the minimum setback line.

16. No building shall be located on any lot nearer than 30 feet to the front lot line. The minimum side-yard requirement shall be in accordance with the Box Elder County ordinances.
17. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers. All equipment for storage or disposal of such materials shall be kept in clean and sanitary conditions.
18. All lots are subject to the ordinances of Box Elder County and where the ordinances of Box Elder County are more restrictive, they shall supersede the requirements of these covenants.
19. The landscaping of the front yard is required to be completed within one year of the date of the county granted Certificate of Occupancy. The back and side yard landscaping are to be completed within two years of said date.
20. Empty lots shall be maintained by owner including weeds or trash of any kind. If owner fails to maintain lot a third party will be hired and expenses will be paid by owner.
21. Easements for installation and maintenance of utilities and drainage 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 of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easements area of each lot and all improvements in it shall be maintained continually by the lot, except for the improvements for which a public authority or utility company is responsible.
22. 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 to nuisance to the neighborhood. No automobiles, trailers, boats, or other vehicles are to be stored on streets at any time. Such items may be stored on lots if they are in running condition, properly licensed and are being regularly used. Such items shall not be stored in areas that detract from the visual appeal of the subdivision.
23. After closing of the lot, buyer is responsible for any damages that may occur to curb and gutter.
24. Family food production will be in accordance with Box Elder County's Land Use Management & Development codes. All animal rights shall be in accordance with Box Elder County Animal rights ordinances.

Gary K. Madsen
GARY K. MADSEN, MEMBER

STATE OF UTAH }
§
COUNTY OF BOX ELDER }

On the 8 day of January, 2021, personally appeared before me GARY K. MADSEN who being by me duly sworn did say that he is a member/manager of MADSEN-GROVER HOLDINGS, LLC, and that the within and foregoing instrument was signed on behalf of said Limited Liability Company by authority of its Articles of Organization and duly acknowledged to me that said Limited Liability Company executed the same.

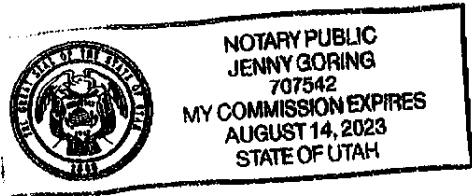


Jenny Goring
Notary Public
Residing at: Utah
Commission Expires: 8-14-23


CLAYTON M. GROVER, MEMBER

STATE OF UTAH }
§
COUNTY OF BOX ELDER }

On the 8 day of January, 2021, personally appeared before me CLAYTON M. GROVER who being by me duly sworn did say that he is a member/manager of MADSEN-GROVER HOLDINGS, LLC, and that the within and foregoing instrument was signed on behalf of said Limited Liability Company by authority of its Articles of Organization and duly acknowledged to me that said Limited Liability Company executed the same.



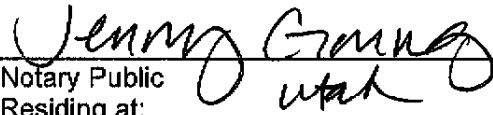
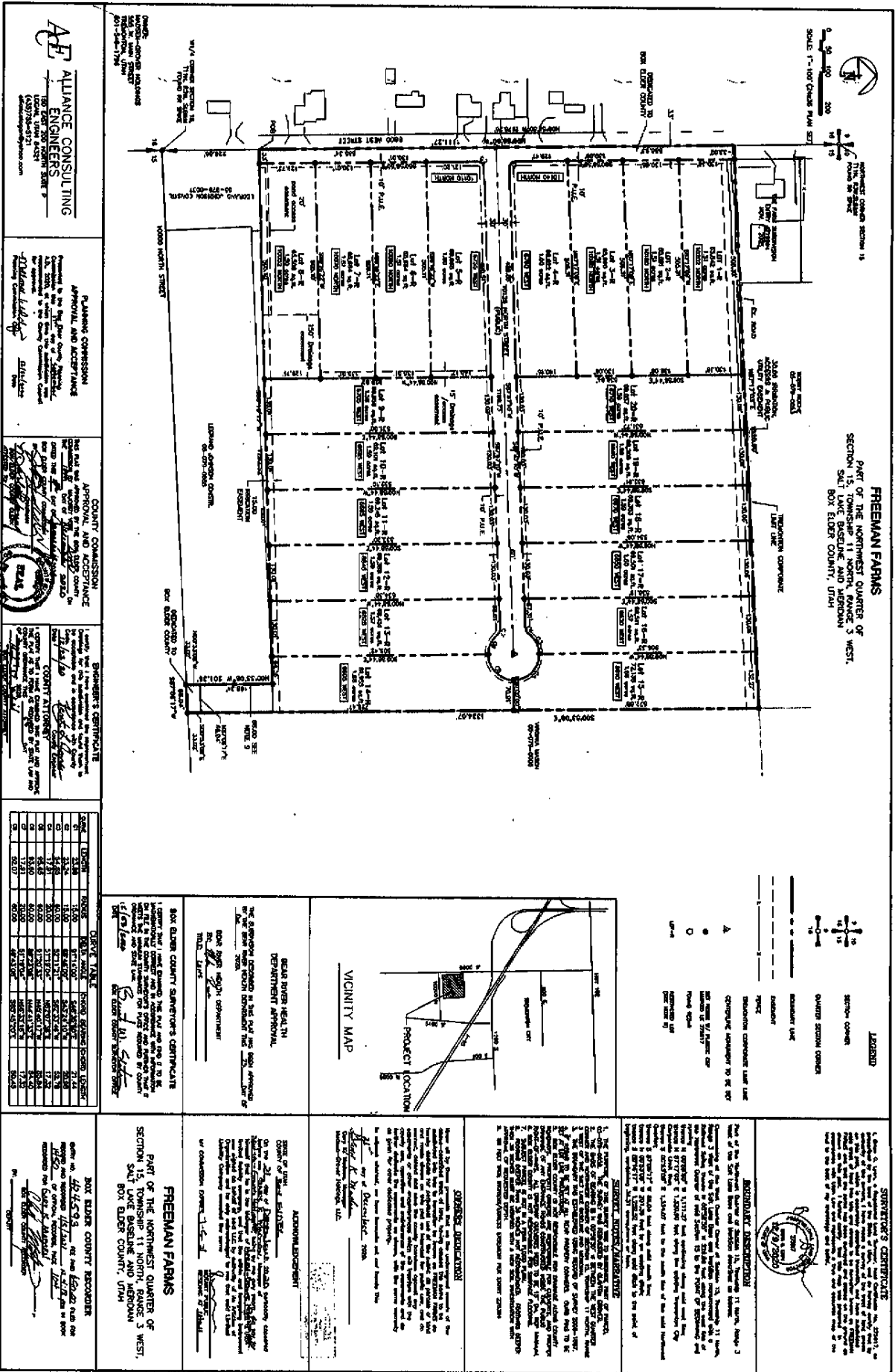

Notary Public
Residing at: Utah
Commission Expires: 8-14-23

EXHIBIT "A"
LEGAL DESCRIPTION

Lots 1R - 20R, Freeman Farms as shown on the official plat thereof filed of record in the Box Elder County Recorder, Box Elder County, Utah



FREEMAN FARMS
 PART OF THE NORTHWEST QUARTER OF
 SECTION 15, TOWNSHIP 11 NORTH, RANGE 3 WEST,
 SALT LAKE, JORDAN AND BOX ELDER COUNTIES, UTAH

ALLIANCE CONSULTING ENGINEERS
 180 EAST 200 NORTH, SUITE 2
 SALT LAKE CITY, UTAH 84103
 (801) 466-1100
 alliance-engineers.com

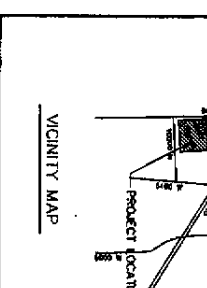
PLANNING COMMISSION
 APPROVAL AND ACCEPTANCE
 Commission on the Planning Commission
 1. The Commission has reviewed the
 proposed subdivision and has found
 it to be in compliance with the
 applicable zoning and subdivision
 ordinances of the County of Box
 Elder, Utah.

COUNTY COMMISSION
 APPROVAL AND ACCEPTANCE
 The Salt Lake County Commission
 has approved the proposed
 subdivision and has found it to
 be in compliance with the
 applicable zoning and subdivision
 ordinances of the County of Box
 Elder, Utah.

ENGINEER'S CERTIFICATE
 I, the undersigned, being a duly
 licensed Professional Engineer in
 the State of Utah, do hereby
 certify that the above is a true
 and correct copy of the
 original as shown to me by the
 applicant.

AGE	DATE	NO. OF	DATE	NO. OF	DATE	NO. OF
1	1/1/01	1000	1/1/01	1000	1/1/01	1000
2	1/1/02	1000	1/1/02	1000	1/1/02	1000
3	1/1/03	1000	1/1/03	1000	1/1/03	1000
4	1/1/04	1000	1/1/04	1000	1/1/04	1000
5	1/1/05	1000	1/1/05	1000	1/1/05	1000
6	1/1/06	1000	1/1/06	1000	1/1/06	1000
7	1/1/07	1000	1/1/07	1000	1/1/07	1000
8	1/1/08	1000	1/1/08	1000	1/1/08	1000
9	1/1/09	1000	1/1/09	1000	1/1/09	1000
10	1/1/10	1000	1/1/10	1000	1/1/10	1000

BEAR RIVER HEALTH DEPARTMENT APPROVAL
 The department reviewed the plan and the local health officer of the Salt Lake County Health Department has approved the plan.



OWNER'S DECLARATION
 I, the undersigned, being the owner of the above described property, do hereby declare that the above is a true and correct copy of the original as shown to me by the applicant.

ADDITIONAL INFORMATION
 The applicant has provided the following information regarding the proposed subdivision:

RECORDING INFORMATION
 This document is being recorded in the public records of the County of Box Elder, Utah.

BOX ELDER COUNTY RECORDER
 Office of the County Recorder
 100 East 200 North, Suite 2
 Salt Lake City, Utah 84103
 (801) 466-1100

FREEMAN FARMS
 PART OF THE NORTHWEST QUARTER OF
 SECTION 15, TOWNSHIP 11 NORTH, RANGE 3 WEST,
 SALT LAKE, JORDAN AND BOX ELDER COUNTIES, UTAH

ACKNOWLEDGMENT
 I, the undersigned, being the owner of the above described property, do hereby acknowledge that the above is a true and correct copy of the original as shown to me by the applicant.

ENGINEER'S DECLARATION
 I, the undersigned, being a duly licensed Professional Engineer in the State of Utah, do hereby declare that the above is a true and correct copy of the original as shown to me by the applicant.

RECORDING INFORMATION
 This document is being recorded in the public records of the County of Box Elder, Utah.

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