

DECLARATION OF PROTECTIVE COVENANTS
AND RESTRICTIONS FOR PLAT OF MOUNTAIN VIEW ESTATES NO.1
BOX ELDER COUNTY, STAT OF UTAH

KNOW ALL MEN BY THESE PRESENTS:

THAT BOISE CASCADE CORPORATION, formerly BOISE PAYETTE LUMBER COMPANY, a corporation does hereby certify and declare that all of the following described lands in Box Elder County, State of Utah, to-wit:

MOUNTAIN VIEW ESTATES - ADDITION NO. 1
Brigham City Survey, Box Elder County,
State of Utah.

shall be subject to the restrictions, covenants and conditions hereinafter expressed and that by the acceptance of any conveyance the Grantee or Grantees therein, their and each of their heirs, executors, administrators, successors or assigns, as to any and all such property, will and do agree thereto.

1. Each and every lot shall be known as a "residential lot" and no structure or structures shall be erected, altered, placed or permitted to remain on any such residential lot other than one detached single family dwelling house, together with a private garage for not more than two automobiles.

2. Each such dwelling house shall contain a minimum ground floor living area of not less than nine hundred fifty (950) square feet, exclusive of porches or garages. Each such dwelling house shall be constructed at a cost of not less than Ten Thousand Dollars (\$10,000.00) based upon current prices.

3. No structure shall be erected, placed or altered on any such building lot until the building plans, specifications and plot plan showing the location of such structure have been approved in writing as to the conformity and harmony of external design and as to location of the structure with respect to topography and finished ground elevation and as to conformity with all of the covenants, conditions and restrictions contained herein by a committee which shall consist of Kenneth H. Matheson, T. G. Ockey and C. W. Jacobson.

In event of the death of any member or members of said committee, the remaining member or members shall have the power and authority to appoint a successor. The committee shall, within thirty(30) days or so soon thereafter as is practicable, approve or disapprove any plans and specifications submitted to it in writing. In the event the committee does not act, such plans and specifications may be submitted to the Brigham City Council for approval or disapproval. The failure of the committee or the City Council to approve or disapprove any proposed building plan shall not in any way relieve the owner or the builder from his legal responsibility to comply with the covenants, conditions and restrictions contained herein.

*(See P.C. Deed rec 532 pg 785) m.E.
3rd certificate of Corral Nielson 146 pg 475) C.N.
University Deed in 84 463 pg 451 - m.E.
Book 84 470 pg 335 (m.E.)*

4. The members of the committee shall serve without comepnstation, and the committee or any member thereof shall not be liable for its or his actions or decisions on any matter done pursuant to the provisions hereof.

5. No structure shall be erected within This Addition which does not conform with the general standards of the subdivision. Easement dwellings, garage dwellings, trailer houses, tents, outhouses, outbuildings or shacks are prohibited. No structure of a temporary nature shall be used as a dwelling, either temporarily or permanently.

6. No structure shall be erected nearer than thirty (30) feet to the front residential lot line, nor nearer than twenty (20) feet to the side street line in case of corner lots; however, customary architectural appurtenances such as cornices, bay windows, steps, spouts, chimneys, planter boxes, covered or uncovered porches, excluding enclosed porches, may extend an additional five (5) feet nearer the front lot line. No dwelling house shall be located nearer than ten (10) feet to the side line of a residential lot on one side and fourteen (14) feet on the driveway side; provided however, that a detached garage may be erected with two (2) feet from the side lot line but not less than 20 feet from a dwelling on an adjoining lot. No house may be erected or constructed nearer than twenty (20) feet to an existing building structure already erected or in the process of construction on any adjoining lot. No building or structure shall be erected nearer than twenty-five (25) feet to the rear property lot line. No residential structure shall be erected on any lot which has an area of less than eight thousand (8,000) square feet or a width of less than sixty (60) feet at the building front set-back line.

7. No noxious or offensive trade or activity or illegal practice of any kind shall be carried on upon any residential lot or any part thereof or in any building or structure or any part thereof, nor shall any activity be carried on which is or may become an annoyance or nuisance to the occupants of the adjoining or remaining residential lots in This Addition. No livestock, fowl or other animal or animals shall be kept for domestic or commercial use; provided, however, that household pets such as cats or dogs may be allowed if they are not vicious, obnoxious or kept in excessive numbers.

8. No signs, billboards or advertising structures of any kind shall be erected or displayed on any residential lot or lots other than a single sign not more than two by two and one-half ($2 \times 2\frac{1}{2}$) feet in size advertising a specific lot or house for sale or rent, and said sign shall be placed only on the house or lot being so advertised; provided, however, that advertising signs by builders and materialmen will be allowed during periods of construction. No fence shall be constructed nearer the front property line than the required set back for dwellings (30 feet); nor beyond the set back on the side on corner lots (20 feet).

9. No trash, refuse, ashes or other rubbish may be dumped or thrown anywhere on This Addition.

10. Easements of five (5) feet are reserved on the back of each lot for utility installation and maintenance and for the use of drains or other purposes that may be necessary for the promotion of the health and general welfare of the inhabitants of This Addition.

11. All buildings and structures shall be constructed of brick, stone or lumber materials or combinations thereof, and no building or structure shall be constructed of cinder-block, pumice stone or any new unproven material. No radical departures from generally accepted materials either on the interior or exterior shall be allowed.

12. The committee shall have the power by unanimous vote in individual cases to waive compliance with any of the covenants, conditions or restrictions contained herein in order to prevent undue hardship; provided, however, that if any waiver is given it shall be reduced to writing and signed by all members of the committee.

13. All covenants, conditions and restrictions set forth herein shall run with the title to the land and be binding on all parties and persons claiming any interest in any of the land herein described or any part thereof.

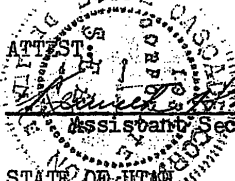
14. The covenants, conditions and restrictions contained herein shall be in effect for a period of twenty-five (25) years from the date hereof, at which time said covenants, conditions and restrictions shall automatically be extended for successive periods of ten (10) years, provided that at the end of such twenty-five (25) year period or any such ten (10) year period the then owners of said residential lots may, by majority vote, amend, modify or nullify said covenants, conditions or restrictions in whole or in part.

15. Any violation of the covenants, conditions and restrictions contained herein may be enjoined in a court of law or equity by the committee or by a majority of the owners of said residential lots and any person violating said covenants, conditions and restrictions shall be liable for damages to the remaining owners.

16. The covenants, conditions and restrictions contained herein may be amended by the committee at any time upon signed petition by the owners of a majority of the residential lots in the addition. Any such amendments made by the committee pursuant to such petition shall be effective only upon written approval by the owners of a majority of said residential lots. In computing a majority, each residential lot shall carry one (1) vote.

17. The covenants, conditions and restrictions contained herein are accepted by the incorporated city of Brigham City, Box Elder County, Utah, and the property herein described is and shall be subject to all laws and ordinances of said city.

18. In the event any clause, sentence, paragraph or provision of this declaration shall for any reason be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder but such judgment shall be confined in its operation to the clause, sentence, paragraph or provision thereof specifically held to be invalid.

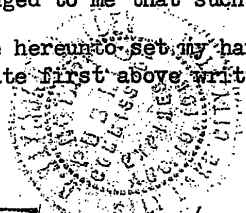
ATTEST:

Kenneth H. Matheson
Assistant Secretary

BOISE CASCADE CORPORATION
By T. T. Sneddon
Assistant Vice President

STATE OF UTAH)
County of Salt Lake) ss.

On this 13 day of July, 1959, before me, a Notary Public in and for said State, personally appeared T. T. Sneddon and Kenneth H. Matheson known to me to be the Assistant Vice President and Assistant Secretary of the corporation that executed the foregoing instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.



C. Raymond Bailey
Notary Public for the State of Utah

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Residing at Salt Lake City, Utah
My Commission expires 8/19/59

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