

RETURN

# BACK NINE PROTECTIVE COVENANTS

JUL 17 1992

882613 BK 1514 PG 479  
CAROL DEAN PAGE, DAVIS CNTY RECORDER  
1992 JUL 17 10:24 AM FEE 23.00 DEP DJW  
REC'D FOR THURGOOD, DENIS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS ROSE LANE CORPORATION; a Utah Corporation, and THURGOOD & THURGOOD DEVELOPMENT CO. are the owners and possessors of the land referred to in this document and which is situated in the State Of Utah, County of Davis, and is described as follows:

All of Lots #1-#47, Phases #1 & #2, BACK NINE SUBDIVISION Fruit Heights; Utah  
Property Address: 600 South Highway #89, Fruit Heights, Utah

07-153-0001 to 0031

AND WHEREAS said owner is desirous of protecting the above described property by PROTECTIVE COVENANTS: NOW THEREFORE it is the desire of said owner and intent therefore that said property shall be conveyed hereafter subject to the PROTECTIVE COVENANTS set forth below in order to enhance a more uniform development of the Lots therein, maintain to the extent possible the natural environment in which they are located, and to maintain the value thereof.

1. LAND USE AND BUILDING TYPE: No lots can be used except for residential purposes. No buildings can or shall be erected, altered, placed or permitted to remain on any Lots other than one detached single family dwelling with an attached private garage for at least two cars.

2. ARCHITECTURAL CONTROL: No building or structure shall be erected or altered on any Lot in the above described real property until the following have been approved in writing by the owners of THURGOOD & THURGOOD

- A. Construction Plans and Specifications with a copy signed by both buyer and seller to remain in the offices of Thurgood & Thurgood.
- B. Plot Plan showing the location of the proposed structure.
- C. Buildings shall be designed to preserve the natural beauty of the area. Exterior materials of the building shall consist of Fifty Percent (50%) Brick or Stone.
- D. Roofing materials shall be Cedar Shake, Bartile, or Architectural Grade Shingles.
- E. Aluminum will be allowed for Soffit, Fascia, and Gutters ONLY - no aluminum siding will be allowed.

Thurgood & Thurgood shall be substantially governed by the Building and Zoning Ordinances of Fruit Heights City: except where stricter provisions are deemed to be appropriate to maintain the quality and environment of the structure built on the property above described or where specific provisions of these Covenants are applicable.

3. DWELLING SIZE AND LOCATION OF THE LOTS: All structures constructed on the property described herein shall be of good quality workmanship and materials.

**SIZE:**

Single Story: The main floor area of the primary structure shall not be less than Eighteen Hundred (1800) square feet exclusive of open porches and garages, except as provided for hereafter.

Two story home shall not be less than Two Thousand (2000) square feet.

**LOCATION:**

Setback: No structure shall be located on any Lot nearer to the front line or side line than the minimum building setback lines. In any event, no building shall be located on any Lot nearer than Thirty Feet (30) to the front of the Lot line.

Sidelines: No structure shall be located any nearer than Twenty Feet (20) to any side street line, Ten Feet (10) to any dwelling, and no dwelling shall be located on any interior lot nearer than Twenty Feet (20) to the rear lot line.

4. NUISANCES: No noxious or offensive trade or activity shall be conducted on any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

No animals or fowls shall be kept, housed or permitted to be kept or housed on any Lot or Lots in the property described except as allowed by the applicable ordinances of Fruit Heights City. Any such animals or pets shall be kept under control at all times and maintained and controlled so as not to cause or threaten damage to the property or the peace and quiet of other residents

All recreational vehicles shall be parked off the street and screened from view from the street at the set-back line of the residence.

No home businesses except as allowed by Fruit Heights City ordinances may be conducted out of any residence in the subdivision.

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.

5. APPEARANCE, SANITATION AND FIRE HAZARD CONTROL: No Lots shall have accumulated thereon any rubbish, trash or unsightly debris. All Lots shall be maintained free of weeds and other undesirable growth whether or not there is a structure on the lot. Upon failure or neglect of any owner to remove such materials from his property within ten days (10) after written notice to remove has been mailed to him by THURGOOD & THURGOOD, which may cause the same to be removed and the individual Lot owner will be responsible for the reasonable expenses of such removal.

Each residence shall have installed surrounding it a sprinkler system for irrigation, which may also be used for fire protection. Each resident shall strictly comply with all State Laws and City Ordinances pertaining to fire hazard control.

All stacks and chimneys from fireplaces in which combustibles other than natural gas are burned shall be fitted with spark arrestors.

Each residence shall have and maintain in operable condition at least 100 feet of garden hose, readily accessible, connected or immediately adjacent to a year around water source.

6. TERMS: The Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for the period of Twenty Years (20) from the date these Covenants are recorded.

7. ENFORCEMENT: Enforcement of the provisions contained herein 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 recover damages.

In addition to remedies at law or in equity, Thurgood & Thurgood may abate any nuisance or correct any violations hereunder and the individual Lot owner shall pay the reasonable expenses incurred therein, and no liability shall attach to Thurgood & Thurgood acting pursuant to the provisions of these covenants and enforcing the terms thereof, including abatement of nuisances.

8. INVALIDATION: Invalidation of any one of these Covenants or any portion thereof by judgement or court order shall in no way affect any of the other provisions, the same shall remain in full force and effect.

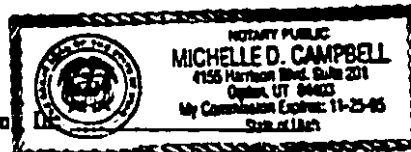
Signed: Denis R. Thurgood  
Denis R. Thurgood President/Owner

Attested: Lorri E. Thurgood  
Lorri E. Thurgood Secretary/Owner

On the 14th day of July, 1992, Denis R. Thurgood & Lorri E. Thurgood personally appeared before me, who being by me duly sworn did say, each for himself/herself, that he, the said Denis R. Thurgood is the President/Owner, and she, the said Lorri E. Thurgood, is the Secretary/Owner of Rose Lane Corporation & Thurgood & Thurgood Development Co., a Utah Corporation, and that the within instrument was signed in behalf of said Corporation by authority of a resolution of it's Board Of Directors.

My Commission Expires: \_\_\_\_\_  
Notary Public Michelle D. Campbell

Residing



ACCEPTANCE BY LOT OWNER: I have read and reviewed the following Covenants pertaining to THE BACK NINE, PHASES #1 & #2 in Fruit Heights City, Utah and agree to abide by them in their entirety.

Owner: \_\_\_\_\_ Lot # \_\_\_\_\_ Date: \_\_\_\_\_  
Owner: \_\_\_\_\_ Lot # \_\_\_\_\_ Date: \_\_\_\_\_  
Witnessed: \_\_\_\_\_ Date: \_\_\_\_\_