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02-073-0001 thru 0009

103657 Bk 0661 Pg 0029
LuAnn Adams, Box Elder County Recorder
10/30/1997 10:44am FEE: 27.00 Dep:PJ
Rep'd For: CENTENNIAL TITLE INS AGENCY INC

RESTRICTIVE COVENANTS

CT

THREE MILE CREEK SUBDIVISION PHASE SIX

We the undersigned, owners in fee of the following described real property, to wit: Lots 79 through 87, Three Mile Creek Subdivision, do hereby make the following declarations as to limitations, restrictions and uses to which the lots and/or tracts constituting the said addition, may be put, hereby specifying that the said declaration shall constitute covenants to run with all the land as provided by law and shall be binding upon all of the benefit of and limitations upon all future owners in said addition, the declaration of restrictions being designated for the purpose of keeping the said subdivision desirable, uniform, and suitable in architectural and use as herein specified.

AREA OF APPLICATION

Full-protected residential area. The residential area covenants in their entirety shall apply to all property listed in the above described property.

RESIDENTIAL AREA COVENANTS

1. **Land use and building type.** No lot shall be used except for the residential purpose. No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) family dwelling not to exceed two (2) stories in height and private garage for not less than two (2) vehicles. No dwelling placed on lot shall be prefabricated, manufactured or of any similar construction. The front of the dwelling must consist of a minimum of one-third brick with the remaining two-thirds being stucco or brick. Each finished dwelling must have a minimum square footage of 1200 square feet of living area. A one and one-half (1 1/2) story or two (2) story dwelling must have a minimum of 1200 square feet on the main floor. Square footage of any style is excluding garages, porches, verandas, carports, patios, basements, porches, and steps. Any square footage with any portion thereof beneath to top grade of the foundations will not qualify to offset the minimum square footage requirement. Any deviations from this requirement must be approved in writing by the Architectural Committee. Housing construction costs must be a minimum of \$80,000.00, excluding lot, loan costs, and closing.
 2. **Storage tanks.** No tank for storage of fuel may be maintained without the written consent of the Architectural Committee.
 3. **Building location.** No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines as required by Perry City.
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No building shall be located nearer than 8 feet to an interior lot line, except not less than a one foot side yard shall be required for a garage or other permitted accessory buildings located not less than 40 feet from the minimum building setback line, and provided that said or accessory building is separate (without attachments of any kind whatsoever) from the main structure by not less than 10 feet. No dwelling shall be located on an interior lot nearer 15 feet to the rear lot line. For the purpose of this covenant, eaves, steps, chimneys and open porches shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any portion of a building, or a lot to encroach upon another lot.

4. **Building material.** No building material of any kind or character shall be placed or stored upon any lot until the owner thereof is ready to commence improvements and then the material shall be placed within the property lines of the plot upon which the improvements are to be erected, and shall not be placed in the streets or between the curb and the property line.

5. **Easements.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. All power and telephone lines must be run underground.

6. **Animals.** Keeping of animals other than those ordinarily kept as family pets shall be forbidden, unless the written permission of 2/3 of the subdivision owners is obtained for the exception. Said exception must also be in accordance with city zoning requirements.

7. **Nuisances.** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

8. **Signs, billboards, advertising.** No signs, billboards, nor advertising structures may be erected or displayed on any lots hereinbefore described or parts or portions thereof, except that a single sign, not more than 3 x 5 in size advertising specific unit for sale or house for rent or construction sign, may be displayed on the premises affected. The other exception will be signs that are deemed necessary by the original owner/developer of the subdivision, and all such signs must be removed at such time that all the lots in the subdivision are sold. All sign placement to be in accordance with local city sign ordinances then in effect.

9. **Satellite dishes and antennas.** No satellite dishes or antennas shall be placed in set back easements of said yards and are to be obscured from public view.

10. **Trash, refuse, etc.** No trash, ashes, nor any other refuse may be dumped, or thrown, or otherwise disposed of, on any lot hereinbefore described or any part or portion thereof. All homes must subscribe to a city garbage disposal service.

11. **Temporary structures.** No structures of a temporary character, trailer basement, tent, shack, garage, barn, or other out buildings shall be used on any lot at any time as a residence, either temporary or permanently.

12. **Detached buildings.** Any detached accessory building erected on the lots shall conform in design and materials with the primary residential home on the lot, except if approved otherwise in writing by the Architectural Committee, and with the guidelines found in paragraph 3.

13. **Landscaping.** Landscaping shall be installed in front yards between the front line of the house and the sidewalk on the entire width of the lot excluding the driveway. On corner lots, landscaping shall be installed in all areas between the sidewalk and the side line of the house between the front property line and the rear property line which are visible from the public right-of-way. Landscaping must be installed within 18 months after construction of home.

Landscaping shall include at least one tree and a combination of lawn, shrubs or groundcover. Groundcover may include vegetative vines, lowspreading shrubs, or annual or perennial flowering or foliage plants. Groundcover may also include mineral or non-living organic permeable material in not more than 50% of the net landscaped area. Mineral groundcover may include such materials as rocks, boulders, gravel, or brick over sand. Species, size and placement of landscape elements shall be determined by the homeowner.

14. **Fencing.** No fence or other similar structure shall be erected in any required front yard of a dwelling to a height in excess of three and one-half feet; nor shall any fence or other similar structure be erected in any side or rear yard to a height in excess of six feet.

On corner lots, no fence or other similar structure shall be erected in any yard bordering a street or front yard of an adjoining lot to a height in excess of three and one-half feet. All fences require a building permit from Perry City.

15. **Parking and storage.** No inoperative automobile shall be placed or remain on any lot or adjacent street for more than 48 hours. No commercial type vehicles and no trucks shall be parked or stored on the front yard setback of any lot, or within the side yard building setback on the street side of a corner lot, or on the residential street except while engaged in transportation. Trailers, mobile homes, trucks over three-quarter-ton capacity, boats, campers not on a truck bed, motor homes, buses, tractors, and maintenance or commercial equipment of any kind shall be parked or stored behind the front yard setback in an enclosed area screened from street view. Sufficient side yard gate access should be planned and provided for in the design of the home to permit ingress, egress, and storage of trailers and recreational type vehicles on the side and rear yards. The storage or accumulation of junk, trash, manure, or other offensive or commercial materials is prohibited. Facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view. No pads used for the storage of vehicles or other material either temporarily or permanently shall be constructed within the side or a front yard set back requirements of a given lot. This open space shall remain unoccupied and unobstructed by buildings, vehicles and/or hard surfaces such as asphalt, cement and packed surface from this time henceforth and forever. For additional information contact Perry City.

16. **Maintenance.** Every lot, including the improvements in said tract, shall be kept in good repair and maintained by the owner thereof in a clean, safe, and attractive condition.

17. **Water Discharge.** It shall be unlawful for any person owning, occupying or having control of any premises to suffer or permit irrigation, or water from the roof or eaves on any house, building, or other structure or from any source under the control of such person, to be discharged and spread upon the surface on any sidewalk, street, or adjoining lot. This is intended to require that the owner maintains water on his property.

NEW BUILDING AND PROCEDURE

To maintain a degree of protection to the investment which homeowners in this area may make, designs shall be limited to those prepared by architects or qualified residential designers of outstanding ability whose previous work may be reviewed as a part of the approval process.

PRELIMINARY DRAWINGS

Shall include as a minimum the following:

1. Plot Plan to scale of entire site with buildings located and elevation of floors shown above or below a designated point on the street.
2. Floor plans of each floor level to scale.
3. Elevations to scale of all sides of the house.
4. One major section through house.
5. A perspective (optional).
6. Specifications of all outside materials to be used on the exterior of the residence.

WORKING DRAWINGS - To be filed for approval and accepted before construction is begun.

Shall include as minimum the following:

1. Plot Plan to scale showing the entire site, building, garages, walks, drives, fences, carriage lights, retaining walls, with elevations of the existing and finished grades and contours including those at the outside corners of the buildings and at adjacent property lines and street fronts, and elevations of floors from a designated point on the street.
2. Detailed floor plans.
3. Detailed elevations, indicating all materials and showing existing and finished grades.
4. Detailed sections, cross and longitudinal.

5. Details of cornices, porches, windows, doors, garages, garden walls, steps, patios, fences, carriage lights, etc.

Specifications shall give complete descriptions of materials to be used. Supplement those with a notation of the colors of all materials to be used on the exterior of the residence.

ARCHITECTURAL COMMITTEE

Except for the initial Committee which consists of the Owner/Developer of record and his assigns, the Architectural Committee shall consist of three members, the majority of which shall constitute a quorum and the concurrence of the majority shall be necessary to carry out the provisions applicable to this Committee. In the event of death or resignation of any of the members, the surviving members of the Committee shall have full authority to appoint another person to fill the said vacancy. Except for the initial members appointed to the Committee, all members of the Committee must be residents of the subdivision at the time of their appointment. Should any member move his residence outside of the subdivision, he shall be disqualified to serve and the Committee shall declare a vacancy.

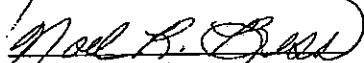
At such time that all lots owned by the initial Owner/Developer are sold, the aforementioned Owner/Developer shall and his assigns shall be released from responsibility of the Committee. The reorganization of the Committee shall be by a 2/3 majority vote of the then current property owners within the described property.

SEVERABILITY

Invalidation of anyone of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed the instrument the 29TH day of OCTOBER, 1997.


DALE B. BESS


NOEL R. BESS


LINDA R. JENSEN

T.M.C. DEVELOPMENT, L.L.C.

On the 27th day of OCTOBER, 1997 personally appeared before me DALE B BESS, NOEL R BESS & LINDA R JENSEN the signers of the within instrument who duly acknowledged to me that they executed the same.



NOTARY PUBLIC

My Commission Expires: 01/20/2000

Residing at: BRIGHAM CITY, UT

