

43 Cherry Ridge Enters
760 No. Harrisville Rd
Harrisville, UT 84804

Ent 177895 Bk 829 Pg 73
Date 29-Jan-2003 12:29PM Fee \$43.00
LuAnn Adams - Filed By bs
Box Elder Co., UT
For CHERRY RIDGE ENTERPRISES

Cherry Ridge Subdivision, Perry, Utah 02-079-0001 thru
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PROTECTIVE COVENANTS COVERING CHERRY RIDGE DEVELOPMENT,
Phase II

Part A. PREAMBLE

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, THE UNDERSIGNED, is the present owner, and or developer of all the lots, pieces and parcels of land embraced with the area herein after specifically described and,

Whereas, said area comprises an exclusive residential subdivision of Perry City, Box Elder County, State of Utah, and

WHEREAS, it is the desire of the owner, and or developer of said subdivision to place restrictive covenants upon said lots for the mutual benefit and protection of future owners thereof. In addition, all property owners must comply with city zoning and subdivision ordinances, and

Now, therefore, the following restrictive covenants are placed upon said lots for the mutual benefit and protection of future owners and that the premises to which these restrictive covenants shall attached are specifically described and are as follows:

All of Lots 32 thru 56 inclusive. The Cherry Ridge Development, phase II according to the official records of the county recorder's office of Box Elder County, State of Utah.

Part B. RESIDENTAIL AREA COVENANTS

1. LAND USE AND BUILDING TYPE. All lots shall be used for residential purposes only. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height and attached private garages for no less than two vehicles. Any other out buildings must be approved in advance in writing by the committee herein below described. Carports will not be allowed. All construction to be of acceptable materials, and used brick may be used with prior written approval of the Architectural Control Committee. Said premises shall be used for private resident

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purposes only except as hereinafter set forth, and no incomplete buildings be permitted to remain incomplete for a period in excess of one year from the date the building was started unless approved by the Architectural Control Committee.

2. ARCHITECTURAL CONTROL. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. Approval shall be as provided in Part C.
3. BUILDING QUALITY, SIZE, AND LOCATION No dwelling shall be permitted on any lot that is not of a quality of workmanship and materials that is substantially the same or better than that which the surrounding structures. The minimum permitted dwelling size and locations shall be as follows:
 - A. The ground floor square feet area of the main structure, exclusive of garage and any porches, shall not be less than 1100 square feet for any dwelling.
 - B. No structure shall be located on any lot nearer to the front line, back line or side line than the minimum building setback lines as determined by Perry City.
 - C. All exterior materials must be approved by the Architectural Control Committee prior to commencement of construction. All dwellings must include at least 30% of first floor to be of brick, or native stone on the front side. Roof pitch no less than 5 inch rise in 12 inches but may be 4 inch rise in very select roof areas. Fascia shall be 3 1/2 " minimum. All siding to be of metal, vinyl, brick, stone and/or stucco. Architectural committee may make few changes in small areas.
 - D. Easement for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten feet of each lot. 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 easement area, or which may obstruct or retard the flow of water through drainage channels in the easement area of each lot. The easement area of each lot and all improvements in it shall be maintained continuously by the lot owner, except for those

improvements for which a public authority or utility company is responsible.

4. GENERAL PROVISIONS

- A. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood. No automobile, trailers, boats or other vehicles are to be stored on street front and side lots unless they are in running condition, properly licensed, and are being regularly used. Automobiles must be moved every 24 hours. Outside RV storage is not permitted unless RV is on side or rear of homes and concealed from front of street.
- B. No trailer, basement, tent, shack, garage, barn, or other out building erected in the subdivision shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a resident.
- C. 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.
- D. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in clean and sanitary condition.
- E. No 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 points 25 feet from the intersection of the street lines or in the case of rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
- F. Fences shall be approved by the architectural committee. Fences along the rear property line shall be a maximum of 6 feet in height.
- G. Mail boxes shall be approved by the architectural committee.

- H. **Severability.** Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.
- I. **Landscaping.** All lots are to be landscaped in front and on side yards within one (1) year after being issued occupancy by government city or county officials.
- J. **Enforcement.** Enforcement, either by restraining the violation or recovery of damages, shall be affected by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant. Either the Architectural Committee or any property fee title owner of a lot affected by any violation of these covenants is hereby authorized and empowered to bring such action.

These covenants are to run with the land and shall be binding on all parties and all persons owning any lot or part of lot for a period of thirty 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 a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

If any party hereto, or its successors or assigned, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the persons or person violating or attempting to violate any such covenants and either prevent him or them from so doing to recover damages or other compensation for such violation.

PART C ARCHITECTURAL CONTROL COMMITTEE

1. MEMBERSHIP During the period of development and construction of houses, in the event of death or resignation of any member of the Architectural Control Committee, the remaining members of the Committee shall have full authority to select a successor. After the period of construction, the Committee will appoint the City of Perry as their successor and the Committee will be relieved of their responsibilities. Neither the members of the Committee, nor its designated representative shall be entitled to any compensation for

services performed pursuant to this covenant. During the period of development and construction of houses, the architectural Control Committee will be composed of four members, which are as follows (or their assignees):

C. Ernest Butter, Ogden, Utah
Jill Hunter
Craig Butters
Kent Butters

Each of these members will appoint one additional person to serve on the Architectural Control Committee.

2. PROCEDURE The committee's or its designated representative's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove with 30 days after plan and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required, and the related covenant shall be deemed to have been fully complied with.

Dated this 10th day of December, 2002 .

Cherry Ridge Enterprises LLC

By:



Craig R. Butters

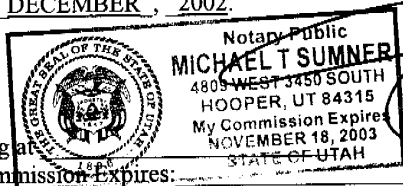
STATE OF UTAH)

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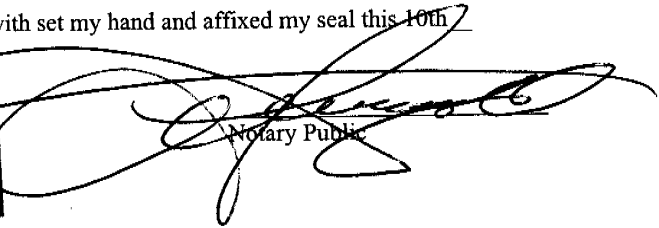
COUNTY OF WEBER)

On the 10th Day of DECEMBER, 2002 , personally appeared before me Craig R. Butters,
authorized agent for Cherry Ridge Enterprises LLC and Acknowledged to me that he executed the
foregoing instrument.

IN WITNESS WHEREOF I have herewith set my hand and affixed my seal this 10th
Day of DECEMBER , 2002.



Residing at _____
My Commission Expires: _____


Notary Public