

MARIE G. KORTH  
BOX ELDER COUNTY RECORDER

DEP OP FEE 73.00

Lily Pond Assoc  
Call 2000

✓ 18431

1988 JUL 15 AM 11:19

Red Note

03146.0005 0021 0041 0062 0064 0087 0094 2112  
0066 0032 0037 0042 0053 0065 0081 0095 0067  
0067 0043 0067 0056 0082 0082 0077 0068  
0069 0033 0043 0054 0074 0083 0083 0077 0069  
0010 0024 0044 0056 0051 0084 0084 0077 0100  
0011 0035 0045 0054 0052 0082 0082 0077 0100  
0012 0036 0055 0053 0073 0073 0073 0077 0100  
0013 0027 0047 0057 0074 0087 0087 0100  
0014 0038 0048 0060 0075 0087 0087 0100  
0015 0032 0049 0061 0076 0090 0090 0100  
0016 0032 0050 0062 0077 0091 0091 0100  
0017 0033 0051 0063 0078 0092 0092 0100  
0018 0034 0038 0039 0040 AMENDED DECLARATION OF COVENANTS,  
0019. CONDITIONS, BUILDING AND USE RESTRICTIONS  
0020. FOR BRIGHAM INTERMOUNTAIN PROPERTIES  
PLATS A, B AND C

This Declaration, made this 14th day of July,  
1988, by Lily Pond Associates, the owners and developers of  
Brigham Intermountain Properties, formerly known as Intermountain  
Indian School, hereinafter referred to as "Petitioners".

WITNESSETH, whereas the Petitioners are owners of all that  
certain real property located in Brigham City, Box Elder County,  
State of Utah, and more particularly known as the Brigham  
Intermountain Development Properties, herein described as the  
"subject property", and more particularly described as follows:

(See Attachment "A"); and

WHEREAS, as a condition precedent to the Redevelopment  
Agency of Brigham City receiving the final payment for the  
purchase of the above-described property, the agency is to vacate  
the existing covenants; and

WHEREAS, the Brigham City Redevelopment Agency, and the  
Brigham City Council has determined that it is in the best  
interest of the City to have new covenants recorded concurrent  
with the vacating of existing covenants; and

WHEREAS, all parties have determined it to be desirable to  
impose conditions and restrictions as part of the general plan  
for the improvement and development of said property and the  
adoption and establishment of covenants, conditions and  
restrictions upon said real property, and each and every lot and  
portion thereof contained therein and upon the use, occupancy and

Ordinance - B4526 Pg 70

enjoyment thereof all for the intent and purpose of enhancing and protecting existing property values, and creating an environment which is both desirable, and attractive, to the City, lessees and purchasers, of said property; and

WHEREAS, it is the desire and the intention of Petitioner to develop all of said property in conformance with the designation of a "P" district, said district being set forth in Section 4 of the Redevelopment Project Area, Plat No. 2 as adopted on July 15, 1985 and as subsequently amended, and Section 4 of the Conditions and Regulations recorded with Box Elder County Recorder as amended from time to time; and

WHEREAS, it is the intent of Petitioner that all developments shall be in compliance with the provisions of Chapter 11, "Design Review" of the Brigham City Planning and Zoning Ordinance; and

WHEREAS, it is the intent of Petitioner that the said property owned by Petitioner and described in Plats A, B and C be sold, conveyed, leased or otherwise occupied and are held subject to the following standards, conditions and agreements between the Petitioner, a subsequent purchase, a lessee, the Brigham City Redevelopment Agency and all City Commissions or Boards having jurisdiction over such matters, their heirs, successors and assigns;

NOW, THEREFORE, the Petitioners hereby covenants, agrees and declares that all said lots and property described above shall be held, sold and conveyed subject to the following covenants,

conditions, restrictions and easements which are hereby declared to be for the benefit of the entire property as described and the owners thereof, their successors and assigns and for the benefit of the Brigham City Redevelopment Agency and the Brigham City Municipal Corporation in general. Covenants, conditions, restrictions and easements shall run with said real property and shall be binding on all parties having or acquiring any right, title or interest in the described real property, or any real part thereof and shall enure to the benefit of each owner thereof and are imposed upon said real property and every part thereof as a servitude in favor of each and every parcel thereof as the dominant tenement or tenements.

PART A  
MUTUAL AND RECIPROCAL BENEFITS, ETC.

All of said standards, conditions and agreements shall be made for the direct mutual and reciprocal benefit of all of the land shown in Plats A, B and C of the Brigham Intermountain properties, and shall be intended to create mutual and equitable servitudes upon said land in favor of all other land shown on said Plats, and to create reciprocal rights and obligations between the respective owners of all the land shown on the plats and to create a privity of contract and estate between the grantees of said land, their heirs, successors and assigns, and shall, as assignor, operate as covenants running with the land for the benefit of the described subject property.

PART B  
TERMS OF RESTRICTIONS

Pursuant to S11-19-22, Utah Code Annotated (1953) as amended, each restriction, covenant and control as herein adopted and running with real property located within the Intermountain Development Properties Project Area and as more specifically described in Attachment "A" shall continue for a period not to exceed twenty-five (25) years from the date the covenants are recorded. The establishment of these controls, restriction and covenants as agreed between all concerned to be for a public purpose.

PART C  
PLAN AND SPECIFICATIONS

No building structures, fences, walls, signs, advertising devices, roadways, loading facilities, outside storage facilities, parking areas or any other improvement as authorized by existing City Ordinances shall be commenced, erected, nor shall any addition or change or alteration be made to interior or exterior of an existing building until such time as application has been submitted to and approved in writing by the Brigham City Redevelopment Agency and the Brigham City Planning and Zoning Commission, and a copy of such plans and specifications as finally approved filed and recorded permanently with the Agency as well as the City. The Agency shall have the right to refuse to approve any such plans or specifications or proposed use of the premises if the Agency, after public hearing, determines that

the proposed use or design would be in conflict with the overall land use mix for the Brigham Intermountain properties, or if such use would be detrimental to existing property owners or users, or prospective owners or lessees within the subject property.

PART D  
MAINTENANCE

1. Each lot owner shall at all times be required to keep his premises, buildings, improvements and appurtenances in a safe, clean, neat and sanitary condition and shall comply with all existing laws, ordinances and regulations pertaining to health, safety and licensing. Each lot owner shall provide for the prompt removal of trash and rubbish from his premises. Waste collection to control trash will be in an area which is visually screened and removed from property frontages.

2. During all new construction or any structural remodeling, it shall be the responsibility of each lot owner to insure that the construction site is kept free of unsightly accumulations of rubbish and scrap materials and that construction materials are properly stored and secured, that any dangerous or explosive material is stored in accordance with state statutes governing such storage, that trailers, shacks, and the like are kept neat and orderly and that further, adequate refuse containers are provided for all on-site work.

3. All unused land area that is planned for future building expansion or other purposes shall be maintained and kept free of unsightly plant growth, stored material, rubbish and debris in accordance with existing city planning and zoning and or fire

ordinances.

BOOK 401 PAGE 184

4. Owners and occupants of the real property located within the subject property shall comply with all laws and regulations of the United States, the State of Utah, Box Elder County and Brigham City, including but not limited to noise, odors, sewage and hazardous materials.

5. Renderings, specifications, plot plats, percolation tests, or samples of materials proposed for use in the construction or alteration of any building, sign, loading dock, and parking facility must have the written approval of the Brigham City Redevelopment Agency, as well as all other approvals required by local ordinance to include Planning and Zoning Commission Approval and Board of Adjustments if such proposed use requires a variance from existing ordinance.

**PART E  
SIGNS**

All signs proposed to be placed within the subject property shall be subject to the approval of the agency and shall conform to the existing Brigham City Ordinances governing signing.

**PART F  
BUILDING AND CONSTRUCTION REQUIREMENTS**

Any building erected on the property shall be of a masonry construction, tilled up concrete, pre-cast concrete, or equal material. The exterior finish of the remaining sides and rear wall must be wood or aluminum siding, common or face brick, concrete block, or their equivalent or better, as determined by the Agency. All other types of construction must have written

approval of the Brigham City Redevelopment Agency as well as all other agency or boards of the City having jurisdiction over such matters.

No plant or manufacturing affluence shall be discharged into the sanitary sewer or storm drains which contain any material which would be harmful to the sewer lines, the sewage treatment plant structure or facilities, or interfere with the normal sewage processing action or create a danger to city employees maintaining the sewer lines and sewage treatment facilities. All affluence discharged into the sanitary sewer lines shall meet the requirements of Brigham City.

The Agency shall review the proposed use of the property and shall reserve the right to refuse to approve any plan for which, in the judgment of the Redevelopment Agency, is not in keeping with the stated purpose of the subject property. Where proposed development could become offensive, the agency shall have the right to require special equipment or special design features to overcome such objectionable conditions.

PART G  
LANDSCAPING AND MAINTENANCE

In recognition of the importance of urban forestry and the impact that landscaping upon the overall quality of the project, efforts will be made to keep all existing trees within the project boundaries and specifically as the project borders on Main Street. All trees which are to be planted as part of an overall landscaping and maintenance program shall be in conformity with the Shade Tree Commission standards for Brigham

City for types of trees in this area.

BOOK 451 PAGE 186

PART H  
LEGALITY OF RESTRICTIONS

It is understood and agreed that the standards, conditions and restrictions shall operate as covenants running with the land and that a breach or violation thereof may be enjoined, abated or remedied by appropriate proceedings by Brigham City Redevelopment Agency, Brigham City Municipal Corporation and/or other owners of said lots or parcels of land in subject property or their heirs, successors, assigns or bona fide purchasers under contract.

Invalidation or waiver of any of the foregoing standards and provisions shall not affect the validity of any other such provision, but the same shall remain in full force and effect.

PART I  
PRE-EXISTING COVENANTS

It is understood and agreed that these covenants are amended covenants and conditions and building use restrictions on the above-described subject property and as such supercede any replace the former covenants entitled Restrictive Covenants and Conditions.

DATED this 14th day of July, 1988 and recorded in the office of the Box Elder County Recorder as Entry No.       , Book       , Page       , dated       .

DATED the day and year first above written.

LILY POND ASSOCIATES

By:

D. K. Patton by  
President  
Darry M. Jones

BOOK 461 PAGE 187

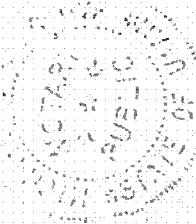
ACKNOWLEDGEMENT

This acknowledgement and seal dated this 14 day of  
July, of 1988, attests that Gary M. Jones is the Marketing  
Director for Lilly Pond Associates and has the authority to sign  
on behalf of Lilly Pond Associates.

ATTEST my hand and seal this 14 day of July, 1988.

Michael Cezar

2-16-89



PETITION VACATING  
BRIGHAM INTERMOUNTAIN DEVELOPMENT  
RESTRICTIVE COVENANTS

BOOK 451 PAGE 188

WHEREAS, Brigham City Redevelopment Agency, an agency of Brigham City Municipal Corporation, organized under the laws of the State of Utah, has caused to be conveyed the property identified as the Brigham Intermountain Development Plat A, B and C, Brigham City Survey, as recorded in the Box Elder County Recorder's Office, and

WHEREAS, pursuant to the Agreement for Disposition of Land for Private Development, (A.D.L.), the Redevelopment Agency did agree and covenant to vacate the restrictive covenants as recorded on October 20, 1986, in Book 427 at Page 22 and Page 28 in order to allow the purchaser of the property, Lily Pond Associates, to develop and record its own restrictive covenants, and

WHEREAS, State statute requires that all persons having a fee interest in property which would be effected by the vacating of the restrictive covenants agree and consent to such vacation, and

WHEREAS, Lily Pond Associates as the owner of over 90% (ninety percent) of the Brigham Intermountain Development and is the developer of all remaining acreage has caused to be developed substitute restrictive covenants be recorded concomitantly with the vacating of the present restrictive covenants,

NOW THEREFORE, we the undersigned nature persons having a fee interest, or ownership in property located within the Brigham Intermountain Development Plats A, B and C, Brigham City Survey, hereby petition the City Council for a vacation of the present restrictive covenants as recorded in the Box Elder County Recorder's Office.

NAME

Brigham Agency

*Greg J. Jackson, President*  
*J. Steven Hawes*  
*Barry M. Jones, Lily Pond Aom*

ADDRESS

102 East Forest Brigham City, UT 84302  
490 East 1000 South, BC  
750 So 300 East, BC 84302

PETITION VACATING  
BRIGHAM INTERMOUNTAIN DEVELOPMENT  
RESTRICTIVE COVENANTS

BOOK 401 PAGE 189

WHEREAS, Brigham City Redevelopment Agency, an agency of Brigham City Municipal Corporation, organized under the laws of the State of Utah, has caused to be conveyed the property identified as the Brigham Intermountain Development Plat A, B and C, Brigham City Survey, as recorded in the Box Elder County Recorder's Office, and

WHEREAS, pursuant to the Agreement for Disposition of Land for Private Development, (A.D.L.), the Redevelopment Agency did agree and covenant to vacate the restrictive covenants as recorded on October 20, 1986, in Book 427 at Page 22 and Page 28 in order to allow the purchaser of the property, Lily Pond Associates, to develop and record its own restrictive covenants, and

WHEREAS, State statute requires that all persons having a fee interest in property which would be effected by the vacating of the restrictive covenants agree and consent to such vacation, and

WHEREAS, Lily Pond Associates as the owner of over 90% (ninety percent) of the Brigham Intermountain Development and is the developer of all remaining acreage has caused to be developed substitute restrictive covenants be recorded concomitantly with the vacating of the present restrictive covenants,

NOW THEREFORE, we the undersigned nature persons having a fee interest, or ownership in property located within the Brigham Intermountain Development Plats A, B and C, Brigham City Survey, hereby petition the City Council for a vacation of the present restrictive covenants as recorded in the Box Elder County Recorder's Office.

NAME

ADDRESS

A.D.G.&G. CORP *Herald H. Paulson* Pres. 535 N. Harrisville Rd Ogden, Utah

ALDERSGATE METHODIST CHURCH *Tom J. Faust* Adminstrative Board Chairman 2505 200 E Brigham City Ut.

*Harvey M. Gottschlor* 5644 650 S 1150 W Ogden UT

*Donald H. Faust* 253 So 100 E Brigham City Ut

*Don M. Faust* 4405 700 West 200 Ogden Ut.

*Tom J. Faust* Mayor, Brigham City/Redevelopment Chairman

A.D.G.&G. CORP has no problem with the changing of the zoning as long as

their property is re-zoned the same as Lily Ponds. Aldersgate Methodist Church signs with the understanding they have opportunity to review and sign new restrictive covenants before being recorded.

Attachment A Site Legal Description

The Site Legal Description is designated as all of the property contained within Project Area #2. The land referred to herein is situated in the State of Utah, County of Box Elder. Site consists of PLATS "A", "B" and "C" described as follows:

BRIGHAM INTERMOUNTAIN DEVELOPMENT

BOOK 461 PAGE 190

PLAT "A" Lots 1, 2, 3, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 28, 29, 30, 35, 36

PLAT "B" Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 37A, 37B, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 59, 63, 64, 65, 66, 67, 68, 69.

PARCEL 2 TO LILLY POND ASSOCIATES

A part of Section 25, and the South 1/2 of Section 24, T9N, R2W, S.L.B. & M.

Beginning at a point on the South Line of 700 South Street said point being 131.34 feet North and 2572.01 feet West of the Southeast corner of Section 24, and running thence S1°47'37"W 148.39'; Thence S88°24'04"E 78.47 feet; Thence S1°02'21"W 240.00 feet; Thence S43°55'22"E 226.95 feet; Thence S1°02'21"W 69.91 feet; Thence S89°25'18"E 170.00 feet; Thence S1°02'21"W 2249.59 feet; Thence N88°57'39"W 570.33 feet to the East line of Main Street; Thence along said East Line N1°57'07"E 20.73 feet; Thence N1°02'21"E 2848.72 feet to the South Line of 700 South Street; thence along said South Line S88°24'04"E 163.14 feet to the point of beginning. Contains 33.12 acres.

Subject to the following easements:

EASEMENT NO. 1

A part of the North 1/2 of Section 25, T9N, R2W, S.L.B. & M.

Beginning at point on the east line of Main Street, said point being 2746.41 feet west and 488.45 feet south of the northeast corner of Section 25, T9N, R2W, S.L.B. & M. and running thence S89°25'18"E 570.02 feet to the west line of Brigham Intermountain Development Plat "B"; thence S1°02'21"W along said west line of Plat "B" 60.00 feet; thence N89°25'18"W 570.02 feet to the east line of Main Street; thence N1°02'21"E 60.00 feet to the point of beginning. Contains 0.785 acres.

EASEMENT NO. 2

A part of the North 1/2 Section 25, T9N, R2W, S.L.B. & M.

Beginning at point on the east line of Main Street, said point being 2780.96 feet west and 2393.14 feet south of the northeast corner of Section 25, T9N, R2W, S.L.B. & M. and running thence S88°57'39"E 570.00 feet to the west line of Brigham Intermountain Development Plat "B"; thence S1°02'21"W along said west line of Plat "B", 60.00 feet; thence N88°57'39"W 570.00 feet to the east line of Main Street; thence N1°02'21"E 60.00 feet to the point of beginning. Contains 0.785 acres.

EASEMENT NO. 3

A part of Section 25, and the South 1/2 of Section 24, T9N, R2W, S.L.B. & M.

Beginning at a point said point being the intersection of the South Line of 700 South Street and the East Line of Main Street located 135.89 feet North and 2735.09 feet West of the Southeast Corner of Section 24, and running thence along the East line of Main Street the following two courses: S1°02'21"W 2848.72 Feet; S1°57'07"W 20.73 Feet; thence S88°57'39"E 20.00 Feet; Thence N1°57'07"E 20.73 feet; Thence N1°02'21"E 2,848.52 feet; to the South Line of 700 South Street; Thence N88°24'04"W 20.00 Feet to the Point of Beginning. Contains 1.32 acres.