

When Recorded return to:

Lyle Holmgren

762 E David Drive

Tremonton, UT 84337

RESTRICTIVE COVENANTS  
COVERING HOLMGREN ESTATES EAST  
PHASE # 7

WHEREAS, the undersigned are the present owners of all lots and parcels of land more particularly described as LOTS 77-91, HOLMGREN ESTATES EAST, PHASE 7, AS SHOWN BY THE OFFICIAL PLAT THEREOF FILED August 7, 2018 as Entry No. 986961 IN THE OFFICE OF THE RECORDER OF BOX ELDER COUNTY, UTAH

WHEREAS, said lots and parcels of land compromise an exclusive residential Subdivision of the City of Tremonton, Box Elder County, State of Utah, and

WHEREAS, it is the desire of said owners of said real property to place restrictive covenants upon said lots and parcels for the mutual benefit and protection of themselves, their assigns and future owners thereof,

NOW THEREFORE, it is agreed that the following described restrictive covenants are placed upon said lots and parcels for the mutual benefit and protection of undersigned, their assigns and future owners as follows:

1. All lots in said subdivision shall be known and described as residential lots. No building 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 a private garage for not less than two cars but not more than three cars and other out buildings approved in advance writing by the committee herein below described.
2. 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. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved.
3. The Architectural Control Committee is composed of LYLE HOLMGREN and TAMARA ZOLLINGER with option to contact JILL PACKER or VAL HOLMGREN. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. At any time, the then record owners of a majority of the lots shall have the power

through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or bestow to it any of its powers and duties. In the event the committee, or its designated representative, fails to approve or disapprove with thirty (30) days after plans 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 protective covenants shall be deemed to have been fully complied with.

4. 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 (30) feet to any side street line and the sum of the widths or of the two side yards must equal at least twenty (20) feet. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of the building. Provided, however, this shall not be construed to permit any portion of the building on a lot to encroach upon another lot.
5. No residential structure shall be erected or placed on any building lot which lot has an area of less than 11,000 square feet or a width of less than ninety (90) feet at the front of the building setback line.
6. No noxious or offensive trade or activity and no nuisance shall be carried on upon any lot nor shall anything be done which may be or may become an annoyance in the neighborhood.
7. No trailer, manufactured or double-wide homes that are hauled on wheels, basement.
8. No exterior tent, shack, barn or other out building may be erected in the Subdivision, except one small garage. Homes shall be site built under international building codes.
9. No dwelling shall be permitted on any lot unless the ground floor area of a structure, exclusive of one story open porches and garages, shall be no less than ONE THOUSAND FOUR HUNDRED FIFTY (1,450) square feet, plus an attached two- or three-car garage.

The structure must have brick and/or rock on at least one half ( $\frac{1}{2}$ ) of its exterior front face with the balance of the front face consisting of stucco or siding. The exterior sides must be composed of brick or rock at least four (4) feet up from the foundation with the balance consisting of stucco or siding. The exterior back side of the structure can be brick, rock, siding or stucco.

In addition, no dwelling shall be constructed, which is not of the substantial cost quality, and size of existing residential dwellings in the Subdivision. It being the intention and purpose of these covenants to assure that all dwellings shall be of similar quality of workmanship and material.

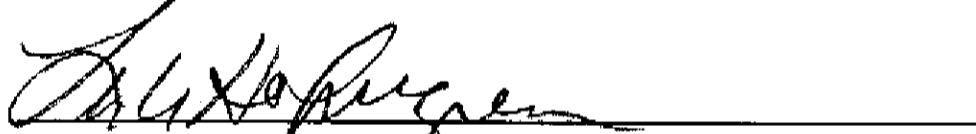
Basement excavation must be no deeper than four and one-half (4 ½) feet from the curb level, without first verifying that the water table is not higher than that depth. Sump Pumps cannot be plumbed into existing sewer pipes.

10. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on recorded plat and over the rear ten (10) feet on each lot. Within these Easements, no structure, planting or other materials 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 easements. The owner of each lot is responsible for maintenance of the easement area on that lot, except for those improvements for which public authority or a utility company is responsible.
11. No Sign of any kind, except the subdivision name sign at the entrance of this subdivision, shall be displayed to the public view on any lot except one professional sign or not more than one (1) square foot, or sign of not more than five (5) square feet advertising the property for sale or rent, of signs used by a builder to advertise the property during the construction and sales period.
12. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil well, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
13. No animals or livestock of any kind shall be raised, bred or kept on any lot except that of dogs, cats, other household pets may be kept provided that they are not kept, bred or maintained for commercial purpose. No commercial enterprise or business will be allowed in the subdivision, except as permitted by city ordinance or the Architectural Control Committee.
  - 13A. With the exception to Maintain up to twelve (12) laying hen chickens (no Crowing Hens or Roosters are permitted)
14. No lot shall be used or maintained as a dumping ground or rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in clean and sanitary condition.
15. No fence, wall, hedge or shrub planting which obstructs sight lines and elevations between two (2) and six (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 a points not to exceed building set back from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to

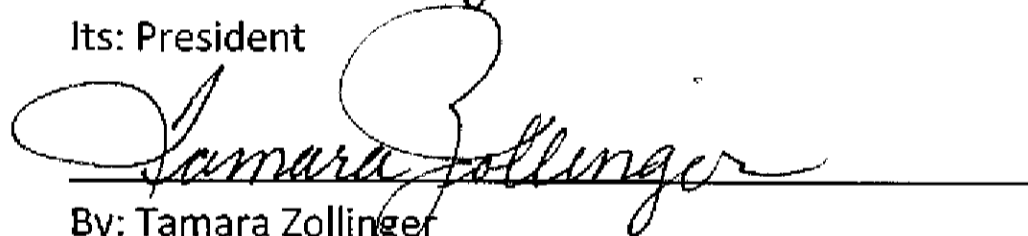
remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. Tree planting will be allowed in the parking strip, provided the tree varieties used are approved by Architectural Control Committee.

16. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of forty (40) years from the date these covenants are recorded, after which times said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
17. Should any of these covenants and restrictions be declared void and unenforceable, the remaining covenants and restrictions shall remain in effect.
18. If any party hereto or their successors or assigns shall violate or attempt to violate any of these covenants, it shall be lawful for any other person or persons owning real property situated in said development or subdivision to bring legal or equitable proceedings against the person or persons violating or attempting to violate these covenants and restrictions and to prevent him or her from so doing and recover damages, including reasonable attorney's fees and court costs for such violations.

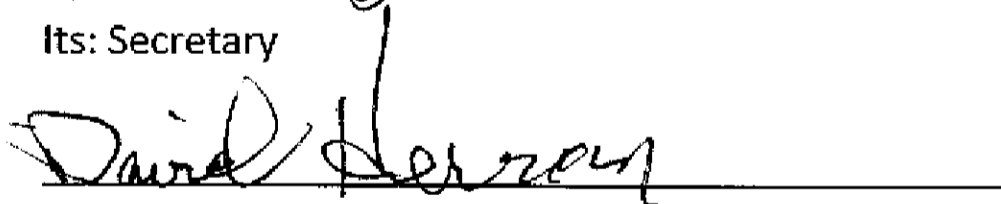
HOLMGREN INVESTMENT CO. INC.



By: Lyle N. Holmgren  
Its: President



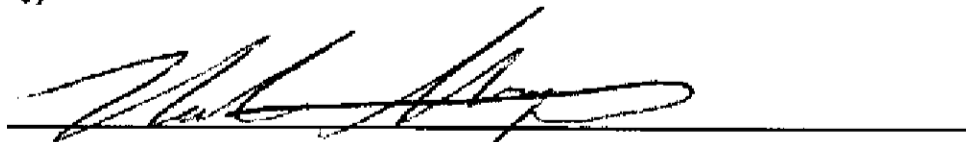
By: Tamara Zollinger  
Its: Secretary



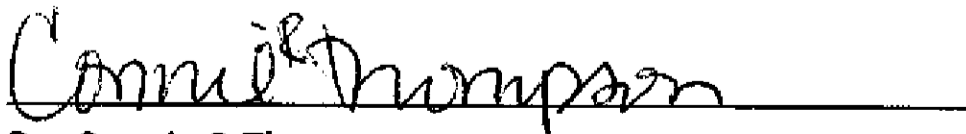
By: David Herron



By: Janette Herron



By: Nolan J Thompson

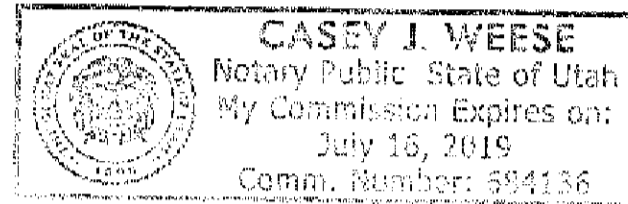


By: Connie R Thompson

State of Utah }  
County of Box Elder }§

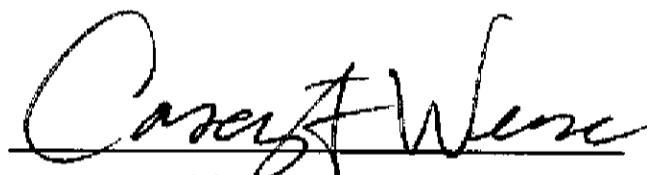
On 4/11/19, personally appeared before me, a Notary Public, Lyle N. Holmgren, who, being by me duly sworn, declared that he is the President of Holmgren Investment Company Inc. that he signed the foregoing document as President of the corporation, and that the statements therein contained are true.

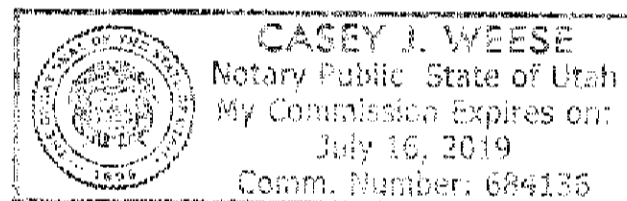
  
Notary Public



State of Utah }  
County of Box Elder }§

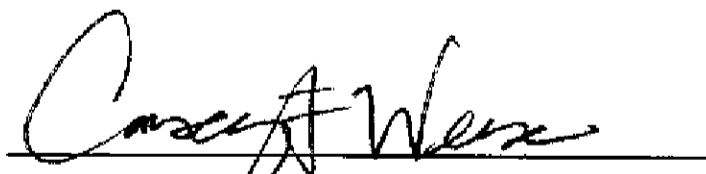
On 4/11/19, personally appeared before me, a Notary Public, Tamara Zollinger, who, being by me duly sworn, declared that she is the Secretary of Holmgren Investment Company Inc. that she signed the foregoing document as Secretary of the corporation, and that the statements therein contained are true.

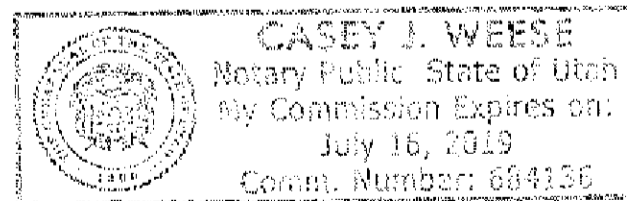
  
Notary Public



State of Utah }  
County of Box Elder }§

On 4/10/19, before me, a Notary Public in and for said county and state, personally appeared David Herron, known or proved to me to be the person(s) who executed the foregoing instrument, and duly acknowledged to me that he executed the same.

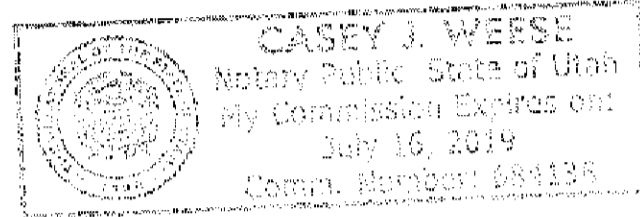
  
Notary Public



State of Utah }  
County of Box Elder }§

On 4/10/19, before me, a Notary Public in and for said county and state, personally appeared Janette Herron, known or proved to me to be the person(s) who executed the foregoing instrument, and duly acknowledged to me that She executed the same.

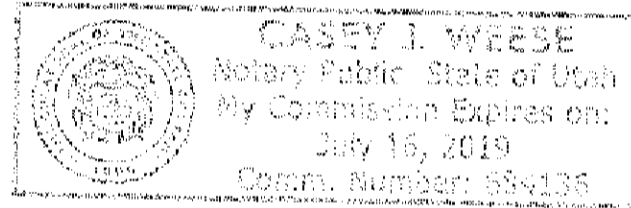
*Casey J Weese*  
Notary Public



State of Utah }  
County of Box Elder }§

On 4/4/19, before me, a Notary Public in and for said county and state, personally appeared Nolan J Thompson, known or proved to me to be the person(s) who executed the foregoing instrument, and duly acknowledged to me that he executed the same.

*Casey J Weese*  
Notary Public



State of Utah }  
County of Box Elder }§

On 4/5/19, before me, a Notary Public in and for said county and state, personally appeared Connie R Thompson, known or proved to me to be the person(s) who executed the foregoing instrument, and duly acknowledged to me that She executed the same.

*Casey J Weese*  
Notary Public

