

RESERVATIONS AND RESTRICTIVE COVENANTS

FOXBRIDGE

UNIT NO. 8

Valleview Estates, a partnership, hereinafter referred to as the Subdivider, makes the following Declaration:

The Restrictions and Covenants hereinafter set out are to run with the land and shall be binding upon all parties and all persons owning lots in Foxbridge Unit No. 8, Providence, Utah, or claiming under them until January 1, 2000.

If the owners of such lots or any of them, or their heirs or assigns shall violate any of the covenants hereinafter set out, it shall be lawful for any person owning real property situate in such subdivision to prosecute any proceedings at law or in equity against the person or persons violating any of such covenants and either to prevent him from so doing or to recover damages for such violation or both.

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

1. These restrictions shall be applicable to <sup>Foxbridge</sup> Unit 8; Lots 72 through 84 inclusive.

2. No lot or lots embraced in the area covered by these restrictive covenants shall be used for other than single family residence purposes. There shall not exist on any lot at any time, more than one residence. No trailer, tent, shack, barn, temporary out-building, or guest house shall be erected on any of the lots in the subdivision without approval in writing from the committee.

No garage shall be constructed except as an integral part of the residence it is intended to serve.

3. No modular, pre-built, or pre-fabricated homes shall be permitted without the consent of any subject to any conditions imposed by the Committee hereinafter designated.

4. Each private dwelling house erected on any lot shall be constructed of stucco masonry or burnt adobe or clay brick or part rock, redwood, or cedar, and other materials as shall be approved in writing by the Committee, with either as asphalt shingle, shake, or tile roof, or such other materials as are approved by the Committee. No white or light colored roof shall be permitted unless approved by the Committee. No evaporative cooler shall be placed, installed, or maintained on the roof or wall of any building or structure. All cooler or air conditioning equipment shall be concealed.

5. No one-story building shall be constructed on lots with a fully enclosed first-floor area of less than Fourteen Hundred (1400) square feet, exclusive of carport, basement, garage, and open porches or decks. No one and on-half or two-story or higher building shall be constructed with a fully enclosed first-floor area of less than Eleven Hundred (1,100) square feet, exclusive of carport, garage, basement, and open porches or decks.

6. For the purpose of further insuring the development of the lands so platted as an area of high standards, the Subdivider reserves the power to control the buildings, structures, and other improvements placed on each lot, as well as to make such exceptions

to these Reservations and Restrictions as the Subdivider or Committee, hereinafter designated, shall deem necessary and proper.

7. The Subdivider shall appoint one or more persons to the Committee herein referred to and a Successor Committee or Committees shall also be appointed by the Subdivider. After January 1, 1980, all privileges, powers, rights, and authority shall be exercised by and vested in a Committee to be selected by the owners of a majority of the lots in the subdivision.

8. No horses, cattle, swine, goats, poultry, or fowl shall be kept on any lot. No clotheslines or drying yards shall be permitted unless concealed by hedges, lattice work, or screening acceptable to the Committee. No signs or other advertising shall be displayed on any lot unless the size, form and number of same are first approved in writing by the Committee. No weeds, underbrush, or other unsightly growths shall be permitted to grow or remain upon the premises, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. In the event that any owner or any property in the subdivision shall fail or refuse to keep such premises free from weeds, underbrush, or refuse piles or other unsightly growths or objects, then the Subdivider or the Committee may enter upon such lands and remove the same at the expense of the owner and such entry shall not be deemed a trespass and in the event of such a removal a lien shall arise and be created in favor of the Subdivider or Committee and against such lot for the full amount chargeable to such lot and such amount shall be due and payable

within 30 days after the owner is billed therefor.

9. No boundary wall or fence shall be constructed with a height of more than four feet within thirty feet of any street line and no boundary line hedge of shrubbery shall be permitted with a height of more than four feet within thirty feet of any street line. No wall of any height shall be constructed on any lot until after the height, type, design, and approximate location therefor shall have been approved in writing by the Committee. The heights or elevations of any wall shall be measured from the existing elevations of the property at or along the applicable points or lines. Any question as to such heights may be completely determined by the Committee.

10. None of the lots shall at any time be divided into as many as two building sites and no building site shall be less in area than the area of the smallest lot platted in the block of which the building site is a part. A single lot together with continuous portion or portions of one or more lots in the same block may be used for one building site and no building or structure or any part thereof shall be erected or maintained nearer the side boundary lines of such integral unit than 7.5 feet.

11. In the event governmental authority should require the installation of sanitary sewers and appurtenances in part or in all of the subdivision, the purchasers or owners of the lot or lots in the subdivision shall pay his or their proportionate share of the cost and expense of installing the sewer system. This proportionate share will be computed by the total number of lots

served by the sewer system or section of such sewer system and dividing the total number of lots served into the total cost of such system. All buildings must be connected to the sewer system, if any, as soon as constructed and thereafter further use of septic tanks or other sanitary disposal systems shall be prohibited. Owners of lots shall pay a reasonable monthly minimum and monthly charge for the use of the sewage system.

12. For a violation or breach of any of these Reservations and Restrictions by any person claiming by, through, or under the Subdivider, or by virtue of any judicial proceedings, the Subdivider, and the lot owners, or any of them severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them. In addition to the foregoing right, the Subdivider shall have the right, whenever there shall have been built on any lot any structure which is in violation of these Restrictions, to enter upon the property where such violation of these Reservations and Restrictions exists and summarily abate or remove the same at the expense of the owner, and any such entry and abatement or removal shall not be deemed a trespass. The failure promptly to enforce any of the Reservations and Restrictions shall not bar their enforcement. The invalidation of any one or more of the Reservations and Restrictions by any court of competent jurisdiction in no wise shall affect any of the other Reservations and Restrictions, but they shall remain in full force and effect.

Should the owner fail, neglect, or refuse to satisfy and

discharge any lien arising hereunder within 30 days, the Subdivider, its successors and assigns, shall have the right to interest on such liens at the rate of 8% per annum and shall be entitled to receive all costs of collections, including a reasonable attorney's fee.

13. There are hereby reserved for the purpose of installing and maintaining municipal and public utility facilities and for such other purposes incidental to the development of the property the easements shown upon the plats recorded or to be recorded in the Public Records of Cache County, Utah. All claims and damages, if any, arising out of the construction, maintenance, and repair of utilities or on account of temporary or other inconvenience caused thereby against the Subdivider, or any utility company or municipality, or any of its agents or servants are hereby waived by the owners. The Subdivider does further reserve the right to change, lay out a new, or discontinue any street, avenue, or way shown on the plan of development not necessary for ingress or egress to and from an owner's premises, subject to the approval of the County of Cache, if required.

14. Temporary wells are permissible for lawn and outside use. However, it is understood that as soon as the water mains are installed, property owners are required to connect at their own expense to such mains for water for household use and thereafter shall not use well water for household purposes. The owners of lots shall pay a reasonable monthly minimum and monthly charges for water used.

15. The Committee shall determine the locations, color, size, design, lettering, and all other particulars of all mail or paper delivery boxes and standards and brackets and name signs for such boxes in order that the area be strictly uniform in appearance with respect thereto.

16. Although no time limits are imposed upon building, it is the intent of the Subdivider and the Committee that the buyers of lots covered by these Reservations and Restrictive Covenants commence construction within two years after purchasing the lot. Within one year after construction is commenced, it shall be incumbent upon the lot owner to landscape the lot by planting grass, trees, shrubs, and maintaining the same in a way so as to not distract from the aesthetic appearance of the neighborhood. Any utility charges imposed by any utility company or governmental entity shall be for the account of the buyer if buyer has not commenced construction within two years from date of closing whether imposed prior to the commencement of construction or thereafter.

17. The premises subject to these Covenants and Restrictions shall have the benefit of all rights and privileges which the City of Providence of the County of Cache, Utah, may have acquired through dedication or the filing or recording of maps or plats of such premises as authorized by law and, provided further, that no covenants, conditions, reservations or restrictions, or acts performed shall be in conflict with any county or city zoning ordinance or law.

IN WITNESS WHEREOF, Valleview Estates, a partnership, has caused this instrument to be executed by its duly authorized

officer this 31st day of August, 1993.

VALLEVIEW ESTATES

By: Daniel L. Hogan  
DANIEL L. HOGAN, PARTNER

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF.....UTAH.....)  
County of.....CACHE.....)ss

THIS CERTIFIES that on this 31ST day of AUGUST 19 93, personally appeared before me the undersigned, a Notary Public in and for said County and State, the within named..... DANIEL L. HOGAN..... known to me to be the person..... named in and who executed the foregoing instrument and who..... known to me to be..... member..... of the partnership of..... VALLEVIEW ESTATES..... acknowledged to me that..... he..... executed said instrument freely and voluntarily for the purposes and use herein mentioned, on behalf of said partnership.

IN TESTIMONY WHEREOF, I have hereunto set my hand and notarial seal the day and year last above written.

BY.....Annette Kent..... Before me:

Residing at.....LOGAN, UT.....  
My Commission expires.....11/19/94.....

