

## PROTECTIVE COVENANTS HIGH VALLEY SUBDIVISION

We, the undersigned, are the present owners of all the lots, pieces and parcels of the land embraced within the area described as follows:

Lot 1 through 48 and all the common ground of High valley Subdivision, in the city of Hyrum, State of Utah, which is being developed in phases on real property more particularly described on Exhibit "A", attached hereto.

It is the desire of the owners of said property to place protective covenants on all lots and common ground of said subdivision for the mutual benefit and protection of future owners.

### 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.** All lots in said subdivision shall be known and described as residential lots. No building shall be erected, altered, placed or permitted to remain on any lot other than one(1) detached single-family dwelling not to exceed thirty-five feet (35') in height and private garage for not less than two vehicles. Each finished dwelling must have a main-floor minimum square footage of 1040 square feet of living area. Square footage excludes garages, porches, verandas, carports, patios, basements, second floor levels, porches and steps. The exterior of dwelling shall consist of 40% or more masonry material (i.e. brick, stucco or rock) on the front and a combination of brick, stucco, rock, aluminum or vinyl siding on the remainder of dwelling. Any deviations from this requirement must be approved in writing by the Homeowners Association.
2. **Accessory Buildings.** Any other buildings must be approved in advance in writing by the Homeowners Association. Any detached accessory building erected on the lots shall conform in design and materials with the primary residential home on the lot.
3. **Building location.** Minimum building setbacks shall be as per Hyrum City Code.
4. **Landscaping** shall be installed in the front, sides and rear of the house and shall include a combination of tree(s), lawn, shrubs, groundcover and non-living organic permeable material that reflect water conservation considerations.
5. Any fence shall not exceed a height of six (6) feet, shall be built of durable material and shall be maintained and kept in good repair. All fences shall be built in accordance to Hyrum City Code.
6. Tanks for storage of fuel, satellite dishes or antennas may not be placed in setback easements.
7. Trash, ashes or any other refuse may not be dumped, thrown or otherwise disposed of on any lot or commonly owned property in the subdivision. All homes must subscribe to a city garbage disposal service and dispose of all refuse as directed by that service.

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MICHAEL L GLEED, RECORDER - FILES BY NG  
CACHE COUNTY, UTAH  
FOR CACHE DEVELOPMENT LLC

8. No commercial, animal or farm business may be established on any part of the property within the subdivision. No commercial building or sign may be built and no commercial material, machinery or equipment storage areas may be established on any property within the subdivision.

9. No structures or a temporary character (trailer, tent, shack, basement, garage, barn or other out buildings) shall be used on any lot at any time as a residence, either temporarily or permanently.

10. Numbers and types of animals permitted to be kept on the property by individual residents shall be determined by a majority vote of members of the Homeowners Association and according to Hyrum City Ordinances.

11. Inoperative motorized vehicles placed or stored on any lot for more than 72 hours must be stored or placed inside an approved building. No vehicles including trailers, mobile homes, trucks, boats, campers, motor home, buses, tractors and maintenance or commercial equipment of any kind shall be parked or stored in the set-back easement area.

12. Every lot, house and all landscaping shall be kept in good repair and maintained by the owner thereof in a clean, safe and attractive condition (including control of noxious weeds).

13. All power and telephone lines must be run underground.

14. 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.

15. All improvements/changes to all or any portion of ground owned in common by property owners must be approved by a majority of the Homeowners Association.

16. All lot purchasers should become familiar with the sounds and activities of the land area around the subdivision. This is a rural setting. There is a diesel mechanic's shop, dairies, a feed yard and treatment plant in the area.

17. All common-ground areas shall be kept in good repair and maintained by the Homeowners Association in a clean, safe and attractive condition (including the control of noxious weeds).

18. Common ground, parks and park like areas. It shall be the responsibility of the Homeowners Association to maintain these areas and also the drainage systems which are located on private property. When the park and park areas are completed they will be turned over to the Homeowners Association for maintenance and upkeep. This includes any drainage systems which when completed will be turned over to the Homeowners Association. The city of Hyrum is given the option, within its discretion, to enforce the provisions of these covenants and/or Association Bylaws relating to landscaping and maintenance of the park and other green areas.

19. Areas in front of lots between roadway and sidewalks will be maintained by the owner of each said lot. These areas are to be landscaped and maintained to match the existing landscaping of the lot. The Homeowners Association will be responsible to see that this requirement is enforced.

20. A monthly Homeowners Association fee of \$10.00 per lot shall be paid by lot owners. This fee will be used to maintain all common areas, parks and open areas. Other uses will be determined by the Association members. Association fees will be re-evaluated on a yearly basis.

## New Buildings and Procedures

To maintain a degree of protection to the homeowner's investment, homes of quality design are required. Designs shall be limited to those prepared by architects or by qualified residential designers whose previous work may be reviewed as a part of the approval process.

Preliminary drawings and working drawings are to be filed for approval and accepted by a majority of the Homeowners Association before construction is begun.

Working drawings should include a plot plan: detailed floor plans: detailed elevations indicating all materials and showing existing and finished grades: detailed section, cross and longitudinal: and complete descriptions of materials to be used including the colors of all materials to be used on the exterior of the residence.

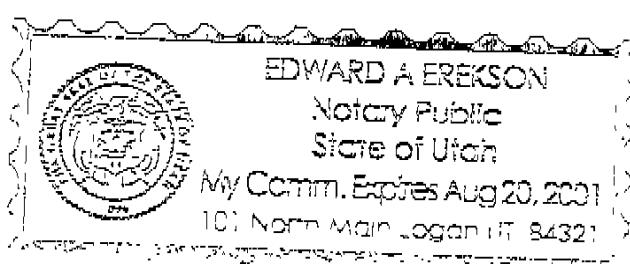
All private residence built on the lots in said subdivision must be completed within one year of starting building date.

Donald Leesman  
Kendell Hyde  
James L. Johnson  
Robert H. Johnson

## ACKNOWLEDGMENT

STATE OF UTAH )  
: ss  
COUNTY OF CACHE )

On the 22 day of April, 1998, personally appeared before me Polk and Leishman,  
Kendell Hyde, James L. Johnson, and Robert H. Johnson who, being  
by me duly sworn, did say that they are the Members of Cache Development, L.L.C., and that  
the said instrument was signed in behalf of said Limited Liability Company by authority of its  
Articles of Organization and Operating Agreement, and the aforesaid individuals acknowledged  
to me that said Company executed the said Company executed the same



**NOTARY PUBLIC**

## EXHIBIT "A"

Beginning at a point 19.16 chains West from the Southeast Corner of the Southwest Quarter of Section 31, Township 11 North, Range 1 East of the Salt Lake Base and Meridian and running thence North 1°30' West 9.05 chains; thence South 85°49'21" East 235 feet, more or less; Thence North 02°19'42" East 150 feet; Thence South 85°43'21" East 208 feet; Thence North 02°19'42" East 463.72 feet (North 1°30' East 8 chains by record); Thence South 88°15' East 10 chains; thence South 1°30' West 7.80 Chains; thence South 1°15' West 2.85 chains; thence West 1 chain; thence South 1°15' West 5.75 chains to the Section Line; thence South 88°28' East 16.7 feet, more or less; thence South 2°29' West 246.7 feet to 5000 South (County Road); thence Westerly along said County Road 69 rods, more or less; thence Northerly 13 rods, more or less to the point of beginning.