

RECORDER'S NO. **79360 G** RECORDED Sept. 22, 1961

FEE \$ 8.80 TIME 10:45 AM BOOK 152 PAGE 200

CORA L. NIELSON - BOX ELDER COUNTY RECORDER *Cora L. Nielson*

PROTECTIVE COVENANTS

PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AFFECTING PROPERTY OF CHERRYWOOD ESTATES, A SUBDIVISION OF A PART OF THE S.W. 1/4 OF SECTION 12, T.9. N., R. 2 W., S.L.M. BRIGHAM CITY, BOX ELDER COUNTY, UTAH.

THIS DECLARATION made this 18TH day of SEPTEMBER, 1961, by SPENCER R. REEDER, VERNA M. REEDER, husband and wife, JOSEPH R. REEDER, RUTH R. REEDER, husband and wife, EDWARD L. MILTON, RUTH T. MILTON, husband and wife, and, hereinafter called the DECLARANTS.

W I T N E S S E T H

WHEREAS, the Declarants are the owners of the real property described in Clause I of this Declaration and are desirous of subjecting said real property to the restrictions, covenants, reservations, easements, liens and charges hereinafter set forth.

CLAUSE I

FULLY PROTECTED RESIDENTIAL AREA. The residential area covenants hereinafter provided shall apply to the following described premises, to-wit: All of Blocks 1, 2, 3, 4 and 5, Cherrywood Estates, Brigham City Survey, also described as: Beginning at a point 660 ft. North of the Southeast corner of Block 65, Plat c, Brigham City Survey; running th. West 514.8 ft., th. South 88.25 ft., th. West 330 ft., th. North 290 ft., th. East 132.0 ft., th. North 450 ft., th. East 528 ft., th. South 122 ft., th. East 252 ft., th. South 377 ft., th. S43°42'26" W 43.97 ft., th. along a 75 ft. radius curve to the right an arc distance of 60.59 ft., th. South 65.0 ft., th. West 60.0 ft. to the point of beginning.

CLAUSE II

LAND USE AND IMPROVEMENT. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling and not to exceed 2 1/2 stories in height and a private garage or carport for not more than three cars.

CLAUSE III

DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$10,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure

that all dwellings shall be of a quality of workmanship and material substantially the same or better than that which can be produced on that date these covenants are recorded at the minimum cost stated herein for the minimum dwelling size. The ground floor area of the main structure, exclusive of porches and garages, shall be not less than 850 square feet for a one-story dwelling, ;nor less than 850 square feet for the top floor of a dwelling of more than one-story.

CLAUSE IV

APPROVAL OF PLANS.

- A. No building shall be erected, placed or altered on any lot until the construction plans and specifications and plot plans have been submitted to and approved in writing as to the conformity and harmony of external design and as not interfering with the reasonable enjoyment of any other lot or plot by a committee composed of EDWARD L. MILTON, RUTH T. MILTON, VERNON J. SHORT AND ILENE M. SHORT, a majority of the committee may designate a representative to act for it.
- B. In the event of the death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor, and neither the members of the committee, nor its designated representative shall be entitled to any compensation for the services performed pursuant to this covenant.
- C. At any time, the then record owners of the 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 to return and restore to it any of its powers and duties.
- D. Failure by said committee or its designated representative to approve or disapprove such plans and specifications within 30 days after receipt of a proper presentation, approval of such plans and specifications will be deemed to have been made, provided such proposed construction complies with all other provisions of this declaration.

CLAUSE V

BUILDING, FENCE AND TREE LOCATION.

- A. No structure shall be erected nearer than thirty (30) feet to the front residential lot line, nor nearer than twenty (20) feet to the side street line in case of corner lots; however, customary architectural appurtenances such as cornices, bay windows, steps, spouts, chimneys, planter boxes, covered or uncovered porches, excluding

enclosed porches, may extend an additional five (5) feet nearer the front lot line. No dwelling house shall be located nearer than eight (8) feet to the side line of a residential lot on one side and ten (10) feet on the driveway side; provided however, that a detached garage may be erected with two (2) feet from the side lot line but not less than twenty (20) feet from a dwelling on an adjoining lot. No house may be erected or constructed nearer than twenty (20) feet to an existing structure already erected or in the process of construction on any adjoining lot. No building or structure shall be erected nearer than Thirty Feet (30) feet to the rear property line.

B. No fence, wall hedge or shrub planting which obstructs sight lines at 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 points twenty five (25) feet 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 lines limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of the driveway or alley pavement. No trees 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.

CLAUSE VI

EASEMENTS. Easements for installation and maintenance of utilities, and drainage facilities, are reserved for each lot as shown on the recorded plat. 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 of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

CLAUSE VII

LOT AREA. No dwelling shall be erected on any lot of less than 8000 square feet in area.

CLAUSE VIII

NUISANCES. No noxious or offensive activities shall be carried on upon any lot,

nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. 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 incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

CLAUSE IX

TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence either temporary or permanently.

CLAUSE X

SIGNS. No sign of any kind shall be displayed on any lot except one professional sign of not more than one (1) square foot, one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale period.

CLAUSE XI

ANIMALS. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that of dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

CLAUSE XII

TERMS OF RESTRICTIONS. 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 30 years from the date these covenants are so recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by the majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

CLAUSE XIII

ENFORCEMENT. Any violation of the covenants, conditions and restrictions contained herein may be enjoined in a court of law or equity by the committee or by a majority of the owners of said residential lots and any person violating said covenants, conditions and restrictions shall be liable for damages to the remaining owners.

CLAUSE XIV

SEVERABILITY. Invalidation of any of these covenants by judgement or Court Order shall in no wise affect any of the other provisions which shall remain in

in full force and effect.

CLAUSE XV

FAILURE TO ENFORCE. The above various restrictive measures and provisions of this declaration are declared to constitute mutual and equitable covenants and servitudes for perfection and benefit of each property in the said subdivision and failure by the Declarants or any other person or persons entitled so to do to enforce any measure or provision upon violation thereof shall not stop or prevent enforcement or be deemed a waiver of the right so to do.

IN WITNESS WHEREOF, for the purposes heretofore stated, we, the undersigned being owners of all of the land hereinbefore described, have executed these Protective Covenants this 18th day of SEPTEMBER, 1961.

Edward L. Milton
Spencer R. Reeder
Joseph R. Reeder
By Spencer R. Reeder
as attorney in fact

Ruth T. Milton
Verna M. Reeder
Ruth R. Reeder
By Spencer R. Reeder
as attorney in fact

STATE OF IDAHO)
County of Bonneville)

On the 18th day of SEPT., 1961 personally appeared before me EDWARD L. MILTON and RUTH T. MILTON, and duly acknowledged to me that they executed the foregoing Protective Covenants.

Verna J. [Signature]
Notary Public:
Residing at Idaho Falls, Idaho

My Commission Expires:
June 2, 1963

STATE OF UTAH)
County of Box Elder)

On the 20 day of Sept, 1961, personally appeared before me, SPENCER R. REEDER and VERNA M. REEDER, and duly acknowledged to me that they executed the foregoing Protective Covenants.

Calvin M. [Signature]
Notary Public
Residing at Brigham City, Utah

My Commission Expires: Apr. 6. 1961

STATE OF UTAH)
County of Box Elder)

On the 21st day of Sept, 1961, personally appeared before me SPENCER R. REEDER, who being by me duly sworn did say that he is the Attorney in Fact for JOSEPH R. REEDER And RUTH R. REEDER, his wife, and that he signed the foregoing Protective Covenants by authority of said power of Attorney which is duly Recorded in Box Elder County Recorders Office, and Spencer R. Reeder duly acknowledged to me that he as Attorney in Fact for the said Joseph R. Reeder and Ruth R. Reeder, executed the same.

Calvin M. [Signature]
Notary Public
Residing at Brigham City, Utah

My Commission Expires: Nov 6 1961