

**PROTECTIVE COVENANTS COVERING RACKHAM SUBDIVISION.**

02-070-0003  
0004  
0006 thru 0010

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned are the present Owners of all the lots, pieces and parcels of land embraced within the area herein after specifically described, and

WHEREAS, said area comprises an exclusive residential Subdivision of the City of Perry, Box Elder County, State of Utah, and

WHEREAS, it is the desire of the Owners of said property to place restrictive covenants upon said lots for the mutual benefit and protection of future owners thereof, and

NOW, THEREFORE, the following restrictive covenants are placed upon said lots for the mutual benefits and protection of future owners, and that the premises to which these restrictive covenants shall attach are specifically described and are as follows:

Lots 3, 4, 6, 7, 8, 9, 10, Rackham Subdivision, according to the official plat thereof.

1. 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 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 building approved in advance in 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.

The Architectural Control Committee is composed of Jon L. Rackham and Debbie J. Rackham of 840 West 2820 So. Perry Utah. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor: neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. 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 restore to it any of its powers and duties. In the event the committee, or its designated representative, fails to approve or disapprove with 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 fully complied with.

3. No noxious or offensive trade or activity and nuisance shall be carried on upon any lot nor shall anything be done which may be or may become an annoyance in the neighborhood.
4. No trailer, basement, tent, shack, garage, barn or other out building erected in the Subdivision shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
5. Ranch style homes shall be, exclusive of porches and garages, no less than 1200 square feet on the main level gross living area. Split homes shall be no less than 1200 square feet on the upper two levels. Multi level and two story homes shall be no less than 1200 square feet above ground. All homes shall have a two or three car garage.
6. Easement for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat which consists of the back and side 10 feet of each lot. Within these easements, any structure, planting or other materials that are placed in these area's will be responsible for any damage or interferes with the installation and maintenance of utilities, or change of direction of flow of drainage channels in the easements. The easement area of each of the lots, except for those improvements for which a public authority or utility company is responsible, shall be maintained by the lot owner.
7. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during construction and sales period.
8. 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 wells, 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.
9. 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.

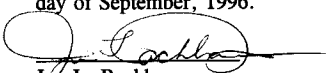
- 10. No lots shall be used or maintained as dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in clean and sanitary condition. No inoperable or unlicensed vehicle(s) shall be stored on the lot for longer than 30 days.
- 11. All lots are subject to the ordinances of Perry City, and where the ordinances of Perry City are more restrictive they shall be supersede the requirements of these covenants, and all owners shall be required to conform to the ordinances of Perry City.


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 ten years from the date these covenants are recorded, after which time, said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a two-thirds majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

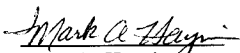
If any party hereto, or its successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either prevent him or them from so doing to recover damages or other compensation for such violation.

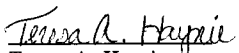
Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

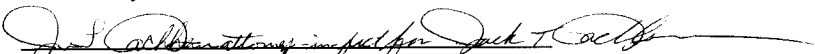
IN WITNESS WHEREOF, the undersigned owners have executed this declaration this \_\_\_\_ day of September, 1996.

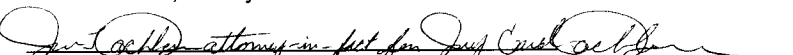
  
Jon L. Rackham

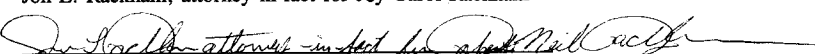
  
Debbie J. Rackham

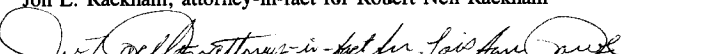
  
Mark A. Haynie

  
Teresa A. Haynie

  
Jon L. Rackham, attorney-in-fact for Jack T. Rackham

  
Jon L. Rackham, attorney-in-fact for Joy Carol Rackham

  
Jon L. Rackham, attorney-in-fact for Robert Neil Rackham

  
Jon L. Rackham, attorney-in-fact for Lois Ann Rowe

*Jon L. Rackham*  
Jon L. Rackham, attorney-in-fact for Marion Yeager

*Jon L. Rackham*  
Jon L. Rackham, attorney-in-fact for Helen Gae Pena

State of Utah )  
  :SS  
County of Box Elder )

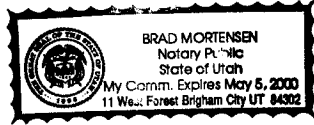
On the 10 day of September, 1996 personally appeared before me Jon L. Rackham, Debbie J. Rackham, Mark A. Haynie and Teresa A. Haynie the signers of the within instrument who duly acknowledged to me that they executed the same.

*Brad Mortensen*  
Notary Public

Residing at: Brigham City, UT

My commission expires: 5/5/2000

State of Utah )  
  :SS  
County of Box Elder )



On the 10 day of September, 1996 personally appeared before me Jon L. Rackham, attorney-in-fact for Jack T. Rackham, Joy Carol Rackham, Robert Neil Rackham, Lois Ann Rowe, Marion Yeager and Helen Gae Pena, the signer of the within instrument who duly acknowledged to me that he executed the same as attorney-in-fact.

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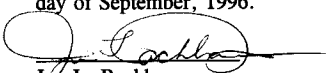
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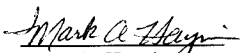
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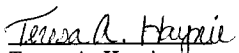
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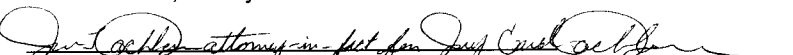
  
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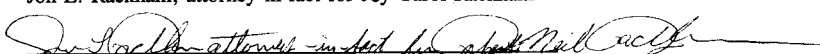
  
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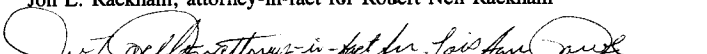
  
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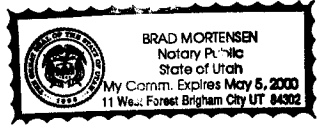
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