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William Title 03-197-0007 thru 0011

PROTECTIVE COVENANTS covering PARKER RANCHETTES SUBDIVISION

Phase 2

recorded May 19, 1997 as Entry No. 98463, File of Plats, Box Elder County, Utah

William

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 hereinafter specifically described, and

WHEREAS, said area comprises an exclusive residential Subdivision of the City of Brigham City, Box Elder, 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 7, 8, 9, 10 and 11 of PARKER RANCHETTES SUBDIVISION, PHASE 2 in the City of Brigham City, County of Box Elder, State of Utah.

1. The above described 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 buildings approved in advance in writing by the committee hereinbelow 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 unless similarly approved.

The Architectural Control Committee is composed of Wynn Perl Parker of 998 West 950 South, Brigham City, Utah 84302 and Timothy Andersen Parker of 1120 West Parker Lane, Brigham City, Utah 84302. 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 within 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.

3. 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.

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 1100 square feet on the main level. Split level homes shall be no less than 1100 square feet on the upper two levels. Multi level and two story homes shall be no less than 1400 square feet above ground. All homes shall have a two or three car garage. No basements allowed. No footings below the hardpan.

6. Easement for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 10 feet of 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 easement area of each of the lots, except for those improvements for which a public authority or utility company is responsible.

7. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one 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 the 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 dogs, cats or other household pets may be kept.

10. 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 equipment for the storage or disposal of such materials shall be kept in clean and sanitary condition.

11. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six 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 point 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 sightline limitation shall apply on any lot within 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 with such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

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 40 years from the date these covenants are recorded, after which times, said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a 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 on no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Developers have executed this declaration this 23rd day of May, 1997.

Wynn Perl Parker
Wynn Perl Parker

Timothy Anderson Parker
Timothy Anderson Parker

STATE OF UTAH)
 :SS.
County of Box Elder)

On the 23rd day of May, 1997 personally appeared before me Wynn Perl Parker and Timothy Anderson Parker, the signers of the within instrument, who duly acknowledged to me that they executed the same.

Farlene J. Moline
Notary Public

Residing At: *Brigham City, UT*
My Commission Expires: *4-17-2001*



16
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Wynn Perl Parker
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Timothy Anderson Parker
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STATE OF UTAH)
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Farlene J. Moline
Notary Public

Residing At: *Brigham City, UT*
My Commission Expires: *4-17-2001*

