

STANDARDS and MAINTENANCE COVENANTS  
APPLEBEND SUBDIVISION PHASE II

ENR 660652 BK 749 Pg 643  
DATE 19-MAY-1997 1:08PM Fee 20.00  
MICHAEL L GLEED, RECORDER - FILED BY JH  
CACHE COUNTY, UTAH  
FOR HICKMAN LAND TITLE COMPANY

PART A - PREAMBLE

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, The undersigned, being the owners of the above described property located in the City of Amalga, Cache County, State of Utah, do hereby establish the nature of the use and enjoyment of all lots in said subdivision and do declare that all conveyances of said lots shall be made subject to the following conditions, restrictions, and stipulations:

PART B - RESIDENTIAL AREA COVENENTS

1. Land Use and Building Type. 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 single-family dwelling not to exceed two stories in height and private garages and/or carports for not more than three vehicles. All construction to be of new materials, except that used brick may be used with prior written approval of the Architectural Control Committee.

2. Architectural Control. 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 proposed 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 front building setback line unless similarly approved. Approval shall be provided in Part C.

3. Dwelling Cost, Quality, and Size. No dwelling shall be permitted on any lot at a cost of less than \$50,000 exclusive of lot, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling area. The finished floor area of the main structure exclusive of one-story open porches and garages, shall be not less than 900 square feet.

4. Lot Area and Width. No dwelling shall be erected or placed on any lot, nor shall any dwelling be erected or placed on any lot having an area of less than 108,900 square feet, except that a dwelling may be erected or placed on all corner and cul-de-sac lots as shown on the recorded plat, provided that the above yard clearances are maintained.

5. Easements. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 5 feet of each lot. Within these easements, no structure, planting or other article 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 within 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.

6. Nuisance. No noxious or offensive activity 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 clothes drying or storage of any articles which are unsightly in the opinion of the Architectural Control Committee will be permitted in carports, unless in enclosed areas designed for such purpose. No automobiles, trailers, boats, or other vehicles are to be stored on streets or front or side lots unless they are in running condition, properly licensed, and are being regularly used.

7. Repair and Storage of Personal Property. Personal property of the lot owner in the process of being repaired shall not be left in the visible sight of neighbors for more than thirty (30) days, unless repairs occur within the confines of the lot owner's garage. Recreational vehicles of the lot owner, which includes but is not limited to boats, snowmobiles, motorhomes, and campers shall not be stored on the lot, unless such vehicles are stored in a garage and out of the sight of neighbors.

8. Signs. 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. No sign is to be illuminated.

9. Livestock and Poultry. Animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot as allowed and if the activity is in strict compliance with regulation as set forth by City of Amalga zoning standards. The lot owner is responsible for restricting animals to the owners premises or on leash under handler's control.

10. Garbage and Refuse Disposal. 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 materials shall be kept in a clean and sanitary condition. Each lot and its abutting street are to be kept free of trash, weeds, and other refuse by the lot owner. No unsightly materials or other objects are to be stored on any lot in view of the general public.

11. Sight Distance at Intersection. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 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 25 feet from the intersection of the street lines or in case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

12. Excavating. No excavation for stone, gravel, or earth shall be made on said property, unless such excavation is made in connection with the erection of a building or structure thereon.

13. Oil and Mining Operations. 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.

14. Landscaping. Trees, lawns, shrubs, or other plantings provided by the developer shall be properly nurtured and maintained or replaced at the property owner's expense upon request of the Architectural Control Committee. All landscaping must be completed within ninety (90) days after construction of the residence is completed, weather permitting. If completion is delayed by weather, then landscaping must be completed as soon as possible.

15. Maintenance. Building, outbuildings, fences, landscaping, and other improvements shall be continuously maintained to preserve a well kept appearance. If the appearance of a property falls below reasonable levels, the Architectural Control Committee, or other committee appointed by lot owners as provided for below, shall notify the owner in writing and the owner shall have 30 days thereafter to restore the property to an acceptable level of maintenance. Should the owner fail to do so, the Architectural Control Committee or the other committee may order the necessary work performed at the owner's expense.

16. Slope and Drainage Control. No structure, planting, or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with established slope ratios or create erosions or sliding problems, or which may change the direction of flow of drainage channels or obstruct or retard the flow of water through drainage channels. The slope control areas of each lot and all improvements in them shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

17. Drainage and Surface Water Control. The final grade of all fill and top soil shall be consistent with the master surface drainage control plan as specified by FHA for approval of this subdivision or with other surface drainage control plans on record with City of Amalga Planning and Zoning. Each lot owner shall bring their grading into compliance with this plan before occupancy of the home may occur.

18. Additional Construction. Once construction of garage or other outbuildings has begun, the project must be fully completed within sixty (60) days of the beginning.

19. No Modular, pre-built, pre-fabricated home shall be permitted without prior approval by the Architectural Control Committee.

20. If home owners leave property to be sold, property must be maintained.

## PART C - ARCHITECTURAL CONTROL COMMITTEE

1. A majority of the committee may designate a representative to act in the committee's behalf. In the event of death or resignation of any member of the committee, the remaining members of the committee shall have full authority to select 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. The Architectural Control Committee is composed of the principle officers of Mountain View Development Corporation, Demar Hansen, President as composed on the date these covenants are recorded.

2. Procedure. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction have been commenced prior to the completion thereof, approval will not be required, and the related covenants shall be deemed to have been complied with.

## PART D - GENERAL PROVISIONS

1. Term. 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 forty (40) 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 majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

2. Enforcement. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

3. Severability. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions.

IN WITNESS WHEREOF, MOUNTAIN VALLEY DEVELOPMENT, INC., a Corporation, has caused this instrument to be executed by its duly authorized officers this 15th day of May, 1997.

Linda C. Tibbitts  
LINDA C. TIBBITTS, Secretary

Lewis D. Hansen  
LEWIS D. HANSEN, President

STATE OF UTAH        }  
                                  SS  
County of Cache        }

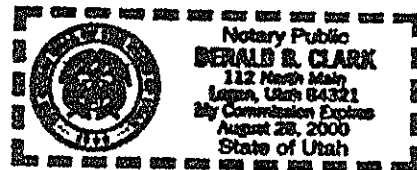
On the 19th day of May  
A.D. 1997, personally appeared before me,

LINDA C. TIBBITTS

who, being by me duly sworn, did say that she is the SECRETARY respectively of the MOUNTAIN VALLEY DEVELOPMENT, INC. and that the said instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and the aforesaid officers acknowledged to me that said corporation executed the same.

Gerald B. Clark  
Notary Public

Commission expires: 8/28/2000  
Residing in: Logan, Utah



STATE OF UTAH        }  
                                  SS  
County of Cache        }

On the 15th day of May  
A.D. 1997, personally appeared before me,

LEWIS D. HANSEN

who, being by me duly sworn, did say that he is the PRESIDENT respectively of the MOUNTAIN VALLEY DEVELOPMENT, INC. and that the said instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and the aforesaid officers acknowledged to me that said corporation executed the same.

Gerald B. Clark  
Notary Public

Commission expires: 8/28/2000  
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