

14663

COVENANTS AND BUILDING RESTRICTIONS

OF VANTAGE ACRES SUBDIVISION

Vantage Corporation, the owner or representative of the owner of the following described property located in Utah County, State of Utah:

Commencing at a point 1,617 feet West of the Northeast Corner of Section 36, Township 4 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 1,275 feet, thence West 1,043 feet to the Quarter Section Line, thence South 12 feet, thence West 219.5 feet, thence North 30° 53 minutes East 264 feet, thence West 330 feet, thence North 30° 53 minutes East 603.5 feet, thence East 310.3 feet, thence North 417 feet to the Section Line, thence East along said Section Line 723 feet to the Point of Beginning.

The same being the real property now duly platted as Vantage Acres Subdivision in Utah County, as said plat is now recorded in the office of the Recorder in and for Utah County, hereby makes the following declaration as to limitations restrictions and uses to which the lots constituting said property may be put, specifying that said declaration shall constitute covenants to run with the land, as provided by law and shall be binding on all parties and all persons claiming under them and for the benefit of limitations upon all future owners for the purpose of keeping this addition desirable, uniform and suitable in architectural design and use as specified hereafter:

1. For the purpose of administering these covenants a committee, called the Architectural Control Committee, of three selected by the original developers of this plat, shall have full authority to administer and pass upon all conditions specified in these protective covenants.
2. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until July 1, 1991, after which time said covenants shall be automatically extended 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. Enforcement shall be by proceeding 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. Invalidation of any one 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.
3. The principal dwelling shall have a minimum fully enclosed floor area devoted to living purposes, exclusive of porches, terraces, garage, guest house and servant quarters, of 1,250 square feet above the ground level. Deviation from this standard may be approved by the Architectural Control Committee provided herein.
4. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines required

by Utah County. In any event no building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 20 feet to any side street line. No building shall be located nearer than 10 feet to an interior lot line, except that a one foot side yard shall be required for a garage or other permitted accessory building located 30 feet or more from the minimum building setback lines.

5. All buildings to house livestock must be confined to the rear third of the lot. No outbuildings may be higher than 20 feet. Deviation from this standard may be approved by the Architectural Control Committee provided herein. Any building constructed of wood or any material that needs painting must have at least two coats of paint and be maintained in good repair and appearance.

6. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach on another lot.

7. No truck, camper, boat, horse trailer, vacation trailer, trailer, etc. may be parked in front of the minimum building set back line.

8. No lot shall be re-subdivided into smaller lots nor conveyed or encumbered in any less than the full original dimension as originally conveyed by the Vantage Corporation except for the public utilities.

9. Easements for installation and maintenance of utilities are reserved 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. 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.

10. 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.

11. No structure of a temporary character, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently, except a house trailer or mobile home may be used as a temporary residence during construction of the permanent home but not for a period to exceed one year from date of moving trailer or mobile home on lot.

12. 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, or 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.

13. 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 gases shall be erected, maintained or permitted upon any lot.

14. 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.

15. All livestock are to be properly fenced and housed. Sanitary conditions are to be maintained at all times. No condition will be permitted contrary to item 10 of this agreement. No pigs will be allowed and cows or cattle will be limited to two. All other animals will be contained in numbers to a reasonable amount. In case of question this figure will be determined by the Architectural Control Committee.

16. All rubbish, trash or garbage shall be removed from the lots each week and shall not be allowed to accumulate and shall not be burned thereon, nor deposited in streams bordering or traversing any property.

17. 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 line, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations 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 within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

18. Each lot owner shall be a stockholder in a water company formed to distribute the irrigation water to which the subdivision is entitled, and each owner shall be bound by the assessments of such water company.

19. A majority of the Architectural Control Committee may designate a representative to act for it. 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 recorded 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.

20. 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 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 related covenants shall be deemed to have been fully complied with.

IN WITNESS THEREOF, the said owners of the hereinbefore described property, being duly authorized, have caused their names to be hereunto subscribed on this 12th day of October, 1971.

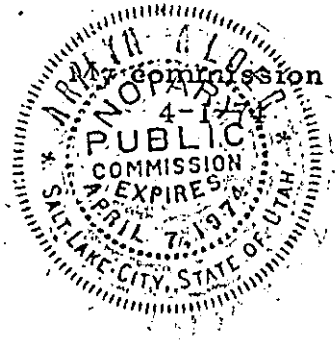
VANTAGE CORPORATION

BY Emerson L. Hardy
President

BY Harold M. Hoopes
Vice President

BY Blaine D. Webb
Secretary

Subscribed to and sworn to before me this 12th day of October A.D., 1971.



Delwyn Alder
NOTARY PUBLIC

DESERET FED. SAVS. & LOAN

95 No. Main
Provo, UT.

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SECURITY TITLE & ABS. CO.
BOOK _____ PAGE _____
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