

Entry No. _____
 Recorded _____
 Book _____ Page _____
 Date _____

25582

DECLARATION OF PROTECTIVE COVENANTS
 AND RESTRICTIONS
 APPLYING TO LINDON HILLS
 SUBDIVISION, PLATS C & D

ASSOCIATED TITLE CO.
 1979 JUL -2 AM 10:06
 NINA D. FEIN
 JENNIFER C. FEIN
 89650

25582

WHEREAS, the undersigned is the legal and beneficial owner of a certain tract of land situated in Lindon City, Utah County, State of Utah, described as Lindon Hills Subdivision, Plat A; and

WHEREAS, the undersigned is about to sell the property described heretofore, which it desires to subject, pursuant to a general plan of improvement, to certain restrictions, conditions, covenants and agreements between itself and the several purchasers of said property and between the several purchasers of said property themselves as herein set forth.

NOW, THEREFORE, the undersigned declares that the property described heretofore is held and shall be sold, conveyed, leased, occupied, resided upon, hypothecated and held subject to the following restrictions, conditions, covenants and agreements between itself and the several owners and purchasers of said property as between themselves and their heirs, successors and assigns:

1. MUTUAL AND RECIPROCAL BENEFITS: All of said restrictions, conditions, covenants and agreements shall be made for the direct and mutual and reciprocal benefit of each and every lot created on the above-described property and shall be intended to create mutual and equitable servitude upon each of said lots in favor of each other lot created on the aforesaid property and to create reciprocal rights and obligations between the respective owners of all of the lots so created and to create a privity of contract and estate between the grantees of said lots, their heirs, successors and assigns, and shall, as to the owners of each lot in said subdivision, their heirs, successors and assigns, operate as covenants running with the land for the benefit of all other lots in said subdivision.

2. TERM OF RESTRICTIONS: Each and all of said restrictions, conditions, covenants and agreements shall continue in full force and effect and be binding until the first day of January, 1998, upon which date the same shall be automatically continued for successive periods of ten (10) years each, unless it is otherwise agreed by the vote of the then record owners of a majority of the property.

3. PRIVATE RESIDENCE; MOVING OF STRUCTURES: Said premises shall be used for private residence purposes only, and no structure of any kind shall be moved from any other place upon said premises, nor shall any incomplete building be permitted to remain incomplete for a period in excess of one (1) year from the date the building was started unless approved by the architectural supervising committee. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

BOOK 1757 PAGE 431

4. BUILDING LOCATION: No land shall be used and no building or structure shall be constructed, enlarged, moved or maintained except in conformity with the use, area, frontage and other regulations set forth in the most highly restrictive single family residential zone of the zoning ordinance of Lindon City, Utah.

5. STORAGE OF FUEL: No tank for the storage of fuel may be maintained above the surface of the ground without the written consent of the architectural supervising committee.

6. STORAGE OF BUILDING MATERIALS: No building material of any kind or character shall be placed or stored upon any lot until the owner thereof is ready to commence improvements and then the materials shall be placed within the property lines of the lot upon which the improvements are to be erected and shall not be placed in the streets or between the curb and the property line.

7. PETS AND ANIMALS: Pets and fowl which are generally associated with residential type living and which are kept only for family use and not for commercial purposes are permitted on all lots. All pets and animals shall be kept in a fenced area on the lot.

8. SIGNS: No signs shall be displayed on any of said lots except as follows: the name and profession of any professional man may be displayed on any dwelling house upon a sign not exceeding 100 square inches in size. Signs may be maintained by the undersigned until all lots have been sold. There may also be displayed a sign not exceeding 24 inches by 24 inches advertising the fact that said parcel or said dwelling is for sale or lease. No signs shall be illuminated.

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

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 material shall be kept in a clean and sanitary condition.

11. RESUBDIVIDING LOTS: No lot shall be divided or by title description separated, nor shall more than one single family dwelling be erected upon any lot within the subdivision.

12. TRADES AND ACTIVITIES: No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. The architectural supervising committee shall be the sole judge of what shall constitute an annoyance or nuisance to the neighborhood.

BOOK 1757 PAGE 432

13. PARKING AND STORAGE OF VEHICLES: On-site parking shall be provided on each lot sufficient to accommodate all automobiles owned by the persons living on the property. No storage of any articles, material, equipment or vehicles of any nature is permitted in the front yard portion of any lot except that regularly used passenger cars and light pick-up trucks may be parked on the driveway areas. Trailers, trucks, campers, boats and all types of recreational vehicles and accessory equipment shall be stored and repaired only in garages, carports or other structures acceptable to the architectural supervising committee.

14. RENTING AND LEASING: No owner of any lot within the subdivision shall rent or lease rooms or portions of any structure, less than the whole of said structure, including all of the improvements upon any lot within the subdivision, and specifically shall not take in boarders or tenants nor shall any owner lease or rent any lot with improvements thereon for any purpose other than a single family residence. Maids and other domestic help are permitted.

15. FENCES, WALLS AND TREES: No fence, wall or hedge over five (5) feet in height shall be erected or grown anyplace on said premises; provided however, that the restrictions set forth in this paragraph may be waived or modified as to any parcel by the architectural supervising committee. All fences must be approved by the architectural supervising committee.

16. MANNER OF VOTING: In voting, pursuant to the provisions of this Declaration, each lot owner of record shall be entitled to one vote and the action resulting from such vote shall be evidenced by a written instrument signed and acknowledged by such lot owners and recorded in the County Recorder's office of the County of Utah, State of Utah.

17. ARCHITECTURAL SUPERVISING COMMITTEE: An architectural supervising committee consisting of three (3) members has been created by the undersigned, and the undersigned may fill vacancies in the committee and remove members thereof at their pleasure, provided however, that when ninety percent (90%) of the lots in said subdivision have been sold (either by deed or sold under a contract of sale), thereafter, upon written designation by eighty-five percent (85%) of those who are owners (either under contract of purchase or in fee) of lots in said subdivision, of some person or persons whom such owners desire to make a member or members of said committee, the undersigned will appoint such person or persons to the committee, and, if necessary, remove from said committee existing members thereof in order to create vacancies for the new appointments; provided further, however, that one person designated by the undersigned shall always remain a member of said committee if the undersigned so desires. The functions of said committee shall be, in addition to the functions elsewhere in this Declaration set forth, to pass upon, approve or reject any plans or specifications for structures to be erected on lots in said tract so that all structures shall conform to the restrictions and general plans of the undersigned and of the committee for the improvement and development of the whole subdivision. Nothing in this paragraph shall be construed as authorizing or empowering the committee to change or waive any restrictions which are set forth in this Declaration except as herein specifically provided. The committee may act by any two of its

members and any authorization, approval or power made by the committee must be in writing and signed by at least two members.

18. NEW BUILDING AND PROCEDURE: To maintain a degree of protection to the investment which homeowners will make in the subdivision, homes of superior design are requisite. Designs shall be limited to those prepared by architects licensed to practice in the State of Utah or by designers who, in the opinion of the committee, possess outstanding ability and whose previous work may be reviewed by the committee as a part of the approval process.

(a) Preliminary Drawings shall be filed for approval and accepted by the architectural supervising committee before working drawings are begun. Drawings shall include, as a minimum, the following:

- (1) Plot plans to scale of entire site with buildings located and elevation of floors shown above or below a designated point on the street.
- (2) Floor plans of each floor level to scale.
- (3) Elevations to scale of all sides of the house.
- (4) One major section through house.
- (5) A perspective (optional).

Outline specifications shall give basic structure system and outline all materials to be used on the exterior of the residence.

(b) Working Drawings filed for approval and accepted by the architectural supervising committee before construction is begun. Drawings shall include as a minimum the following:

- (1) Plot plans to scale showing the entire site, building, garages, walks, drives and retaining walls, with elevations of the existing and finished grades and contours including those at the outside corners of the buildings and at adjacent property lines and street fronts, and elevations of floors from a designated point on the street.
- (2) Detailed floor plans.
- (3) Detailed elevations indicating all materials and showing existing and finished grades.
- (4) Detailed sections--cross and longitudinal.
- (5) Details of cornices, porches, windows, doors, garage or carports, garden walls, steps, patios.

Specifications shall give complete descriptions of materials to be used supplemented with a notation of the colors of all materials to be used on the exterior of the residence.

(c) Committee Functions. The committee shall accept or reject:

(1) The preliminary plans of proposed residents as herein defined.

(2) The final plans of proposed residents as herein defined.

(3) Planning problems or complaints by property owners.

The committee shall act within ten (10) days on any of the above and shall put its decisions in writing to be held as a permanent record, with copies to be sent to the parties concerned.

An owner whose plans are rejected shall meet with the committee at the committee's invitation where he shall be informed of the nature of the action so that he can take the steps necessary toward obtaining approval of his plans.

The committee has the sole authority to judge the building, materials, fences, and other matters provided herein for the purpose of preserving the best interests of all property owners in the subdivision. The committee shall make its decisions based upon factors including aesthetics, reasonable protection of view, permanence of material, etc. All decisions of the committee shall be final.

(d) Design Guidelines. The following shall be mandatory:

(1) No residence shall be less than one thousand three hundred (1,300) square feet of covered land. This area shall not include basements or any roof area not occupied by buildings for habitation such as garages, carports, breezeways, roof overhang, etc. All two-story designs shall be subject to approval of the committee and reviewed on a one-to-one basis.

(2) Only two-car garages shall be visible from the front of the lot.

(3) Exterior materials shall be limited to brick, stone and rock. Upon approval of the architectural supervising committee, aluminum or vinyl siding and natural wood may be used. No plywood, masonite siding or other manmade materials shall be permitted, except for glass and trim.

(4) No building shall be erected higher than twenty-five (25) feet from the top of the foundation, unless specifically approved by the architectural supervising committee.

(5) Outbuildings for storage, recreational vehicles, shops, etc., are discouraged and then shall only be constructed with the prior approval of the architectural supervising committee.

19. BUILDERS: All builders shall be contractors licensed by the State of Utah.

20. EASEMENTS: Easements are reserved as shown on the subdivision plat for utility installation and maintenance.

21. RIGHT OF ENFORCEMENT: The restrictions herein set forth shall run with the land and bind the undersigned, its successors and assigns, and all parties claiming by, through or under it shall be deemed to hold, agree and covenant with the undersigned, its successors and assigns, and with each of them to conform to and to observe said restrictions as to the use of said lots and the construction of improvements thereon, but no restrictions herein set forth shall be personally binding on any corporation, person or persons, except in respect to breaches committed during its, his or their seizing of or title to said land, and the owner or owners of any of the above land shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of, or to enforce the observance of the restrictions above set forth in addition to ordinary legal action for damages, and failure of the owner or owners of any other lot or lots shown on this plat to enforce any of the restrictions herein set forth at the time of its violation shall in no event be deemed to be a waiver of the right to do so thereafter.

22. RIGHT OF ASSIGNMENT: The undersigned, by appropriate instrument, may assign or convey to any person, organization or corporation any or all of the rights, reservations, easements and privileges herein reserved by it, and upon such assignment or conveyance being made, its assigns or grantees may, at their option, exercise, transfer, or assign such rights, reservations, easements and privileges or any one or more of them at any time or times in the same manner and way as though directly reserved by them in this instrument.

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

Witness the hand of said signer, this the 29th day of June, 1979.

LINDON HILLS DEVELOPMENT COMPANY, a Utah Partnership

By: 
Glenn F. Cook

STATE OF UTAH

COUNTY OF UTAH

On the 29th day of June, 1979, personally appeared before me, GLENN F. COOK, the signer of the within instrument who duly acknowledged to me that he executed the same.

My commission expires: 2/14/81

Residing at: Am. Fork, Utah


Wendy Wilson
Notary Public

25582

