

25802

DECLARATION OF RESTRICTIVE COVENANTS  
FOR HULL SUBDIVISION

This Declaration of Restrictive Covenants is promulgated by Hull Development Co., Inc., a Utah corporation, hereinafter referred to as Grantor, to govern and be binding upon all who now or hereafter own or possess real property in that tract of land situated in Utah County, State of Utah, and described as follows:

HULL SUBDIVISION, Provo, Utah, according to the official plat thereof on file in the office of the Recorder, Utah County, Utah.

This Declaration shall consist of covenants intended to run with the land and to be binding upon and for the benefit of all said owners and possessors and all persons claiming under them. This covenant has as its purpose the keeping of said subdivision desirable, uniform and suitable in architectural and landscape design, to prevent nuisances, to prevent the impairment of the property's attractiveness, to maintain the desired tone of the community and to secure to each owner the full enjoyment of his property while imposing no greater restriction on the free and undisturbed use of property than is necessary. These covenants consist of the following conditions, guidelines, restrictions, limitations and specifications:

I. Residential Construction

A. APPROVAL OF CONSTRUCTION PLANS AND SPECIFICATIONS. No structure shall be erected, placed or altered on any lot until the plans and specifications, including the working drawings listed below, have been submitted to and approved by the Architectural and Landscape Committee, in accordance with the procedures set forth in committee bylaws. The working drawings shall consist of at least the following:

1. Plot plans drawn to scale showing the entire site, with buildings, 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, including all materials and showing existing and finished grades.

4. Detailed sections, cross and longitudinal.

5. Details of cornices, porches, windows, doors, garages, carports, garden walls, steps, patios, etc.

Specifications shall give complete descriptions of materials to be used.

B. RESIDENTIAL USE. No lot shall be used for any purpose other than as the site for a residence.

C. HEIGHT OF RESIDENCE. No residence shall exceed one and one-half stories in height.

D. GARAGE CAPACITY. No private garage constructed on a lot shall have a capacity for more than three cars.

E. ROOF LINE PITCH. The roof line of a residence must have a pitch of no more than four feet in twelve feet unless prior approval for a different pitch is obtained according to the procedures set forth in this declaration.

F. SIZE OF RESIDENCE. The outside dimensions of the main floor surface area of any residence shall contain not less than 1,600 square feet, exclusive of garages, open porches, verandas, carports, patios and similar structures, unless prior approval for a smaller area is obtained according to the procedures set forth in this declaration.

G. DESIGN QUALITY. Each residence shall be of superior design and shall be designed by an architect licensed to practice in the state of Utah or of outstanding ability, and whose previous work may be reviewed as part of the process of securing approval for the design.

H. TEMPORARY RESIDENTIAL STRUCTURES. No trailer, basement, tent, shack, garage, barn or other outbuilding or temporary structure erected or placed on a lot shall at any time be used as a residence, temporarily or permanently, except that this provision does not prohibit temporary recreational uses of tents or the normal residential use of a basement which is part of a house.

## II. Lots and Landscaping

A. LOT SIZE. No residential structure shall be erected or placed on any lot which has an area of less than 8,500 square feet.

B. FRONT AND STREET CLEARANCE. No building constructed on a lot shall be placed closer than 30 feet from the front lot line or closer than 20 feet from any side street except that accessory buildings not intended for habitation may be placed as close as 20 feet from the front lot line, if prior approval is

obtained according to the procedures set forth in this declaration.

C. **SIDE CLEARANCE.** No building constructed on a lot shall be placed closer than 10 feet from an interior side lot line, except that a garage or other accessory building not intended for habitation may be placed not closer than one foot from an interior side lot line, provided it is completely separated from and behind the main structure no less than 6 feet and is placed no less than 40 feet from the front lot line.

D. **REAR CLEARANCE.** No building constructed on a lot shall be placed closer than 30 feet from the rear lot line.

E. **PROJECTING STRUCTURES.** For the purpose of this declaration, eaves, steps, chimneys, open porches and similar projecting structures shall not be considered as part of the main structure; however, this provision shall not be so construed as to permit any portion of a building to encroach upon any other lot.

F. **EASEMENTS.** Ownership and use of all lots is subject to easements for installation and maintenance of utilities and drainage facilities as shown on the recorded subdivision plat or now or hereafter required by law.

G. **UTILITIES.** All power and telephone lines must be placed underground.

H. **CARE OF LOTS.** Any owner who fails to commence construction on his or her lot within one year from the date of purchase shall pay to the Grantor \$100.00 for that year plus the sum of \$100.00 for each subsequent year or fraction thereof to cover the costs of caring for the lot, including, but not limited to, control of weeds and insect pests.

I. **TREES.** In order to maintain uniformity of street appearance, no trees may be planted on city property or on property between street and sidewalk unless prior approval is obtained according to the procedures set forth in this declaration. Because of their undesirable characteristics, the following types of trees may not be planted anywhere in the subdivision:

<u>Species Names</u>	<u>Popular or Common Name</u>
Allanhus altissima	Tree of Heaven
Elaeagnus angustifolia	Russian Olive
Platanus occidentalis	American Plane Tree
Populus alba	White or Silver Poplar
Populus alba bolleana	Bolleana Poplar
Populus augustifolia	Narrow Leaf Poplar
Populus canadensis eugenei	Carolina Poplar
Populus deltoides	Eastern Poplar

<u>Species Names</u>	<u>Popular or Common Name</u>
Populus fremonti	Fremont Poplar
Populus nigra italica	Lambardy Poplar
Robinia pseudocacia	Black Locust
Ulmus parvifolia	Chinese Elm
Ulmus pumila	Siberian Elm

### III. Other Restrictions

A. ANIMALS. Keeping of animals other than those ordinarily kept as family pets is prohibited except with the prior written approval obtained according to the procedures set forth in this declaration.

B. FUEL STORAGE. No tank for the storage of fuel may be maintained above the surface of the ground without prior written approval obtained according to the procedures set forth in this declaration.

C. GARBAGE. No garbage, trash, clippings, prunings, mowings, ashes or any other refuse may be dumped or left on any lot for a time longer than is reasonably necessary to prepare or arrange for the removal of such refuse. All owners of lots must subscribe to the city garbage disposal service or otherwise dispose of garbage in accordance with applicable laws, ordinances, and regulations.

D. NUISANCES. No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to other lot owners, normal residential construction excepted.

E. SIGNS. No signs, billboards, or other advertising structures may be erected or displayed on any lot, except that a sign not more than three feet by five feet in size advertising a residence for sale or under construction may be displayed.

F. MATERIALS FOR IMPROVEMENTS. Building materials to be used in constructing any improvement on a lot shall be placed within the boundaries of said lot or of some other lot as permitted by the owner, but in no event on a street or between the curb and the property line.

### IV. Enforcement

A. RIGHT TO ENFORCE. It is expressly understood and agreed that the several restrictive covenants contained herein shall attach to and run with the land and it shall be lawful not only for the Grantor, his heirs and assigns, but also for the owner or owners of any lot or lots under or benefiting from

these restrictions, which owner or owners derive title from or through Grantor, and for the committee described in paragraph IV.B. below to institute and prosecute any proceedings at law or in equity against the person or persons violating or threatening to violate these restrictive covenants, and either to prevent him or them from so doing or to recover damages or other dues for such violation.

B. ARCHITECTURAL AND LANDSCAPE COMMITTEE. All approvals, exceptions, interpretations, and rulings pertaining to the application of these covenants to specific lots shall be made by the Architectural and Landscape Committee. Until 32 lots in the subdivision have been sold, the Grantor shall be the only member of the Committee and shall in all respects function as the entire Committee. As soon as 32 lots in the subdivision have been sold, the Grantor shall cause the Committee to consist of four owners of lots in addition to the Grantor. The members of the Committee shall be appointed by the Grantor and are appointed only if they indicate their willingness to serve. The purposes and duties of the Committee shall include the enforcement of all the restrictions, covenants and conditions contained herein to further the maintenance, preservation and improvement of the properties, and the maintaining of the subdivision and every part thereof in a clean and sanitary condition. The conduct of the Committee, including replacement of committee members, shall be governed by the bylaws of the Committee, which, as amended from time to time, are incorporated into this covenant and made a part hereof by reference. A copy of the then existing bylaws shall be kept and made available for inspection at the office of Grantor or at the residence of the committee chairman, if other than the Grantor.

C. WAIVER OR FAILURE TO ENFORCE. No waiver of a breach of any of the covenants, conditions and restrictions contained herein shall be construed to be a waiver of any other breach of the same, or of other covenants, conditions and restrictions; nor shall failure to enforce any of the same be construed as such a waiver.

D. RESERVATION OF REMEDIES. Grantor reserves the right to enforce any covenants, conditions, or restrictions contained herein by any other appropriate action at his option.

E. RIGHT TO CHANGE OR CANCEL. Grantor reserves the right to change or cancel any or all of these restrictions, if in his judgment the development or lack of development of adjacent property makes that course necessary or desirable.

F. APPLICABILITY TO PURCHASER AT MORTGAGE FORECLOSURE. Should any mortgage or deed of trust be foreclosed on any property to which this instrument refers, then the title acquired by such foreclosure, and the person or persons who thereupon and thereafter become the owner or owners of such property, shall be subject to and bound by all the restrictions enumerated herein.

G. SEVERABILITY. If any portion of this declaration is invalid or void, such invalidity or voidness shall in no way affect any other portion of this declaration.

V. Miscellaneous Provisions

A. TERMINATION. Any or all of the provisions of this declaration may be terminated or amended by an instrument signed by the owners of two-thirds of the subdivision lots, which instrument is duly acknowledged and recorded.

B. CONFORMITY TO LAW. Any activity or use pertaining to any lot governed by this declaration shall conform to all applicable federal, state, and local laws, ordinances, regulations, rules and judicial decisions.

Dated this 11th day of August, 1977.

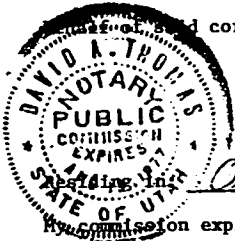


HULL DEVELOPMENT CO., INC.

Wallace D. Hull  
Wallace D. Hull, President

ss.  
County of Utah

On the 11th day of August, 1977, appeared before me Wallace D. Hull and acknowledged to me that he is the President of Hull Development Co., Inc., and said that he was properly authorized to and did sign this instrument on \_\_\_\_\_ and corporation.



David A. Thomas  
Notary Public

Orem, Utah  
My commission expires: 8/13/77

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RECORDED AT THE REQUEST OF  
Wallace D. Hull  
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