

RESTRICTIVE COVENANTS

CUMBRIA SUBDIVISION
PLAT D

ENT 31241 BK 3150 PG 533
NINA B. REID UTAH CO RECORDER BY BT
1993 MAY 19 11:17 AM FEE 30.00
RECORDED FOR OLD REPUBLIC TITLE OF UTAH

The undersigned, owner in fee of the following described real property, to wit: Lots 1 through 9 inclusive, Cumbria Subdivision, Plat "D", does hereby make the following declarations as to limitations, restrictions and uses to which the lots and/or tracts constituting the said addition, may be put, hereby specifying that the said declaration shall constitute covenants to run with all of the land as provided by law and shall be binding upon all of the parties and all persons claiming under them, and for the benefit of and limitations upon all future owners in said addition, the declaration of restrictions being designated for the purpose of keeping the said subdivision desirable, uniform, and suitable in architectural and landscape design and use as herein specified. Lots 10, 11, and 12 of Plat D are the existing homes of Jay and Fern Hardman Kallas, Dan E. and Deanne Mooney Kallas, and Alan Kallas and are not affected by these covenants.

A. AREA OF APPLICATION. Fully-protected residential area. The residential area covenants in their entirety shall apply to all property listed in the above described property.

B. RESIDENTIAL AREA COVENANTS.

1. Land use and building type. No lot shall be used except for the residential purpose. No building shall be erected, altered, placed or permitted to remain on any lot other than a single-family dwelling not to exceed two (2) stories in height and private garage for not less than two vehicles. Exterior of dwelling is to be constructed of stone, stucco or brick, unless otherwise approved in writing by the Architectural Committee. Each finished dwelling of rambler style must have a minimum square footage of 2000 square feet of living area. Two story styles must have a minimum of 1500 square feet of living area on the main floor and a minimum of 1100 square feet on the second level. Square footage of either style is excluding garages, porches, verandas, carports, patios, basements, porches and steps. Any square footage with any portion thereof beneath the top grade of the foundations will not offset the minimum square footage requirements. Any deviations from the requirement must be approved in writing by the Architectural and Landscape Committee. The Architectural and Landscape Committee may at their sole discretion allow deviations from this requirement through owner meeting other bonus requirements, i.e., three car garage.

2. No tank for storage of fuel may be maintained above the surface of the ground without the written consent of the Architectural and Landscape Committee.

3. Building Location. 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 as required by Orem City. In any event no habitable building shall be located on any lot nearer than 25

feet to the front lot lines, nor nearer than 20 feet to any side street, unless otherwise approved by the Architectural Committee and Orem City.

No building shall be located nearer than 10 feet to an interior lot line, except not less than a one foot side yard shall be required for a garage or other permitted accessory buildings located not less than 40 feet from the minimum building setback line, and provided that said garage or accessory building is separate (without attachments of any kind whatsoever) from the main structure by not less than 10 feet. No dwelling shall be located on an interior lot nearer than 20 feet to the rear lot line. For the purpose of this covenant, eaves, steps, chimneys and open porches shall not be considered as a part of the building; provided, however, that this shall not be construed to permit any portion of a building, or a lot to encroach upon another lot. NOTE: If the side yard requirements of these covenants are more restrictive than Orem City requirements, the Architectural Committee may grant a variance to allow a dwelling to comply with Orem City requirements.

4. 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 material shall be placed within the property lines of the plot upon which the improvements are to be erected, and shall not be placed in the streets or between the curb and the property line.

5. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. All power and telephone lines must be run underground.

6. Keeping of animals other than those ordinarily kept as family pets shall be forbidden, unless the written permission of 2/3 of the subdivision owners is obtained for the exception. Said exception must also be in accordance with City zoning requirements.

7. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

8. No signs, billboards, nor advertising structures may be erected or displayed on any lots hereinbefore described or parts or portions thereof; except, that a single sign, not more than 3 x 5 feet in size advertising a specific lot for sale or house for rent or construction sign, or political sign not more than 2 x 2 feet, may be displayed on the premises affected. The other exception will be signs that are deemed necessary by the original owner/developer of the subdivision, and all such signs must be removed at such time that all the lots in the subdivision are sold.

9. No satellite dishes or antennas shall be placed in setback easements of said side yards and are to be obscured from public view.

10. No trash, ashes, nor any other refuse may be dumped, or thrown, or otherwise disposed of, on any lot hereinbefore described or any part or portion thereof. All homes must subscribe to City garbage disposal service, or an incinerator must be provided.

11. Temporary Structures. No structure of a temporary character, trailer basement, tent, shack, garages, barn, or other out buildings shall be used on any lot at any time as a residence, either temporarily or permanently.

12. Any detached accessory building erected on the lots shall conform in design and materials with the primary residential home on the lot unless approved otherwise in writing by the Architectural and Landscape Committee, and with the guidelines found in paragraph 3.

13. Fencing. No fence, wall, hedge, or other dividing structure higher than 3 1/2 feet shall be permitted within the front yard setback. No dividing structure on any other portion of the lot shall be over 6 feet in height.

14. Parking and Storage. No inoperative automobile shall be placed or remain on any lot or adjacent street for more than 48 hours. No commercial type vehicles and no trucks shall be parked or stored on the front yard setback of any lot, or within the side yard building setback on the street side of a corner lot, or on the residential street except while engaged in transportation. Trailers, mobile homes, trucks over three-quarter ton capacity, boats, campers not on a truck bed, motor homes, buses, tractors and maintenance or commercial equipment of any kind shall be parked or stored behind the front yard setback in an enclosed area screened from street view. Sufficient side yard gate access should be planned and provided for in the design of the home, to permit ingress, egress and storage of trailers and recreational type vehicles on the side and rear yards. The storage or accumulation of junk, trash, manure or other offensive or commercial materials is prohibited. Facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view.

15. Maintenance. Every lot, including the improvements in said tract, shall be kept in good repair and maintained by the owner thereof in a clean, safe and attractive condition.

16. Landscape and Home Design. At each lot closing, \$1,000 will be escrowed. All lots will incorporate the following entities as part of their landscape and home design: carriage lights behind sidewalk on front entrance to drive approach; any asphalt or fiberglass shingles shall be of architectural grade or better; any dehydrative cooling system shall be placed behind the roof line of the home so as not to cause any dominant visual obstructions. Upon completion of landscaping, fencing, and installation of carriage lights, as outlined in paragraph 17, \$1,000 of escrowed monies will be refunded to lot owner.

17. All front yard landscaping, front fencing (from side of house to side lot lines so as any rear yard will not be visible), and front yard carriage lights must be installed and

operative within first growing season after such date that occupancy permit is granted to each individual dwelling.

Growing season will be considered to commence on April 1, and run through October 31. If an occupancy permit is issued during the growing season, compliance with this restriction is required by the end of the current growing season unless the permit is issued after September 1 of that growing season. Note: The Architectural and Landscape Committee will determine compliance and provide an example of a carriage light.

- C. **NEW BUILDING AND PROCEDURE.** To maintain a degree of protection to the investment which homeowners in this area may make, homes of superior design are requisite. Designs shall be limited to those prepared by architects or by qualified residential designers of outstanding ability whose previous work may be reviewed as a part of the approval process.
- D. **PRELIMINARY DRAWINGS.** Preliminary drawings shall include as minimum the following:
 - a. Plot plan to scale of entire site with buildings located and elevation of floors shown above or below a designated point on the street.
 - b. Floor plans of each floor level to scale.
 - c. Elevations to scale of all sides of the house.
 - d. One major section through house.
 - e. A perspective (optional).
 - f. Specifications of all outside materials to be used on the exterior of the residence.
- E. **WORKING DRAWINGS.** Working drawings are to be filed for approval and accepted before construction is begun. Working drawings shall include as minimum the following:
 - a. Plot plans to scale showing the entire site, building, garages, walks, drives, fences, carriage lights, 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.
 - b. Detailed floor plans.
 - c. Detailed elevations, indicating all materials and showing existing and finished grades.
 - d. Detailed sections, cross and longitudinal.
 - e. Details of cornices, porches, windows, doors, garages, garden walls, steps, patios, fences, carriage lights, etc.

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.

- F. **ARCHITECTURAL AND LANDSCAPE COMMITTEE.** Except for the initial Committee which consists of the owner/developer of record and his assigns, the Architectural and Landscape Committee shall consist of five members, the majority of which shall constitute a quorum and the concurrence of the majority shall be necessary to carry out the provisions applicable to this committee. In the event of death or resignation of any of the members, the surviving members of the Committee shall have full authority to appoint another person to fill the vacancy. except for the initial members appointed to the Committee, all members of the Committee must be residents of the subdivision at the time of their appointment. Should any member move his residence outside of the subdivision, he shall be disqualified to serve and the Committee shall declare a vacancy. At such time that all lots owned by the initial owner/developer are sold, the aforementioned owner/developer will appoint five property owners in the subdivision to stand as the Architectural and Landscape Committee.

The Architectural and Landscape Committee members shall serve without pay, and are to give of their time as a public service to the community. Therefore, any liability incurred due to an oversight or implied mistake that might arise due to the action of the Committee or any of its members while carrying out the functions of the Committee will be exempt from any civil claims brought by signatories of these covenants. Therefore, such Committee members will be held harmless to any such action and exempt from any civil recourse either intended or implied to any of the Committee members while serving in the capacity of the Committee, or for the judgments that they may render during the course of their service.

- G. **COMMITTEE PROCEDURE.** Any three members in agreement shall constitute the Committee to act on Committee business, and these three shall affix their signature to any plans or correspondence describing that upon which they have taken action. On occasion when a member of the Committee shall be in opposition, a majority of two shall govern, except on initial Committee which requires the signature and action of only the initial owner/developer. The Committee can accept or reject:

- a. Preliminary plans of proposed residences (as defined herein).
- b. Final plans of proposed residences (as defined herein).
- c. Planning problems or complaints by property owners.

The Committee shall act within seven days on any of the above, and place its action in writing to be held as a permanent record, with copies to parties concerned and on file.

The final plans shall be delivered to the Committee, which shall accept or reject them within seven days, and so notify the owner in writing. Within seven days of submittal of complete written plans as previously outlined in preliminary and working drawings.

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

Finally, the Committee has the authority to judge buildings, materials, fences, planting, etc., on whatever basis available to fit with the aim of preserving what it feels are the best interests of the property owners represented. These shall include, but not be limited to, aesthetics, reasonable protection of views, permanence of materials, etc. All decisions of the Committee shall be final.

In the event said Committee, or lots designated representatives, fails to approve or disapprove such design and location within 30 days after such plans and specifications have been submitted to it, or in any event, if no such plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior the completion thereof, such approval will not be required and this covenant will be deemed to have been complied with, provided the said structure shall conform to and be in harmony with existing structures in the tract and with the other provisions herein contained.

- H. GENERAL PROVISIONS. The said covenants, conditions, restrictions and reservations shall be perpetual and shall apply to and be forever binding upon the grantees, successors, executors, administrators and assigns, and are imposed upon the land as an obligation and charge against the same for the benefit of the grantors herein named, its successors and assigns as a general plan for the benefit of the said tract, however, the said covenants can be terminated or amended by agreement in writing signed by two-thirds (2/3) of the property owners in the said tract. If Orem City zoning requirements are more restrictive than these covenants, Orem City zoning requirements shall prevail.
- I. ENFORCEMENT. In the event of violation of any of these covenants, the Architectural and Landscape Committee is authorized and empowered to take such action as may be necessary to enforce or enjoin the violators of these covenants, it being understood and agreed by all of the signatories hereto that the costs including attorney's fees of such enforcement shall be borne by property owners proportionately to the frontage each owns on any street in the subdivision. It being also understood and agreed by all of the signatories hereto, that is such aforementioned signatories violate the provisions of these covenants, and are proven at fault; they agree to pay the reasonable costs and attorney's fees necessary to enforce the provisions of these covenants and restrictions. If such debt remains

unpaid 90 days beyond the date notice is tendered to the violator, a lien shall be recorded against the lot where the violation has been perpetuated.

- J. SEVERABILITY. Invalidation of any 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.

IN WITNESS WHEREOF, the undersigned, R. SCOTT MCQUARRIE, has executed the instrument the 18th day of May, 1993.



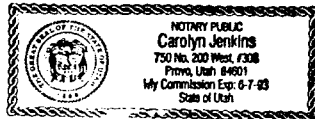
R. SCOTT MCQUARRIE

STATE OF UTAH)

:SS

County of Utah)

On this 18th day of May, 1993, personally appeared before me R. SCOTT MCQUARRIE, the signer of this instrument, who duly acknowledged to me that he executed the same.



Carolyn Jenkins
Notary Public
Residing at: Pleasant Grove, Utah

My Commission Expires: 06/07/93