

42080

1979 OCT 25 PM 1:43

42080

## DECLARATION OF RESTRICTIONS

This DECLARATION OF RESTRICTIONS made this 23rd day of October, 1979, by Springwater Development Corporation, A Utah Corporation, hereinafter referred to as "Declarant."

## RECITALS

A. Declarant is the owner of Springwater Park Subdivision, a subdivision of record with the County Recorder, Utah County, State of Utah.

B. Declarant intends to sell the above described property, restricting it in accordance with a common plan designed to preserve the value and residential qualities of said land, for the benefit of its future owners.

Declarant declares that the above described real property shall be held, transferred, encumbered, used, sold, conveyed, leased, and occupied, subject to the covenants and restrictions hereinafter set forth expressly and exclusively for the use and benefit of said property and of each and every person or entity who now or in the future owns any portion or portions of said real property:

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 detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars.

2. Dwelling Cost, Quality, and Size. No dwelling shall be permitted on any lot at a cost of less than Fifty Thousand Dollars (\$50,000.00) based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant 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 size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1,100 square feet for a one-story dwelling, nor less than 2,200 square feet for a dwelling of more than one story.

3. Building Location.

(a) 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 the City of Orem, Utah.

(b) No building shall be located nearer than 8 feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 30 feet to the rear lot line.

(c) 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 upon another lot.

1       4. Easements. Easements for installation and maintenance of  
2 utilities and drainage facilities are reserved as shown on the  
3 recorded subdivision map. Within these easements, no structure,  
4 planting, or other material shall be placed or permitted to remain  
5 which may damage or interfere with the installation and maintenance  
6 of utilities, or which may change the direction of flow of  
7 drainage channels in the easements, or which may obstruct or  
8 retard the flow of water through drainage channels in the easements.  
9 The easement area of each lot and all improvements in it  
10 shall be maintained continuously by the owner of the lot, except  
11 for those improvements for which a public authority or utility  
12 company is responsible.

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

16       6. Temporary Structures. No structure of a temporary  
17 character, trailer, basement, tent, shack, garage, barn, or other  
18 outbuilding shall be used on any lot at any time as a residence  
19 either temporarily or permanently.

20       7. Signs. No sign of any kind shall be displayed to the  
21 public view on any lot except one professional sign of not more  
22 than one square foot, one sign of not more than five square feet  
23 advertising the property for sale or rent, or signs used by a  
24 building to advertise the property during the construction and  
25 sales period.

26       8. Oil and Mining Operations. No oil drilling, oil development  
27 operations, oil refining, quarrying or mining operations of  
28 any kind shall be permitted upon or in any lot, nor shall oil  
29 wells, tanks, tunnels, mineral excavations or shafts be permitted  
30 upon or in any lot. No derrick or other structure designed for  
31 use in boring for oil or natural gas shall be erected, maintained,  
32 or permitted upon any lot.

1       9. Livestock and Poultry. No animals, livestock, or poultry  
2 of any kind shall be raised, bred, or kept on any lot, except that  
3 dogs, cats or other household pets may be kept provided that they  
4 are not kept, bred, or maintained for any commercial purpose.

5       10. Garbage and Refuse Disposal. No lot shall be used or  
6 maintained as a dumping ground for rubbish. Trash, garbage, or  
7 other waste shall not be kept except in sanitary containers. All  
8 incinerators or other equipment for the storage or disposal of  
9 such material shall be kept in a clean and sanitary condition.

10       11. Water Supply. No individual water-supply system shall  
11 be permitted on any lot unless such system is located, constructed,  
12 and equipped in accordance with the requirements, standards, and  
13 recommendations of the County and State of Utah. Approval of such  
14 system as installed shall be obtained from appropriate authorities.

15       12. Sewage Disposal. No individual sewage-disposal system  
16 shall be permitted on any lot unless such system is designed,  
17 located, and constructed in accordance with the requirements,  
18 standards, and recommendations of the County and State of Utah.  
19 Approval of such system as installed shall be obtained from  
20 appropriate authorities.

21       13. Sight Distance at Intersections. No fence, wall, hedge,  
22 or shrub planting which obstructs sight lines at elevations between

1 2 and 6 feet above the roadways shall be placed or permitted to  
2 remain on any corner lot within the triangular area formed by the  
3 street property lines and a line connecting them at points 25  
4 feet from the intersection of the street lines, or in the case of  
5 a rounded property corner from the intersection of the street  
6 property lines extended. The same sight-line limitations shall  
7 apply on any lot within 10 feet from the intersection of a street  
8 property line with the edge of a driveway or alley pavement. No  
9 tree shall be permitted to remain within such distances of such  
10 intersections unless the foliage line is maintained at sufficient  
11 height to prevent obstruction of such sight lines.

12 14. Land Near Parks and Water Courses. No building shall be  
13 placed nor shall any material or refuse be placed or stored on any  
14 lot within 20 feet of the property line of any park or edge of any  
15 open water course, except that clean fill may be placed nearer  
16 provided that the natural water course is not altered or blocked  
17 by such fill.

18 15. Parking Vehicles, Boats, Etc. No automobiles, trucks,  
19 campers, trailers, boats, equipment, recreational vehicles, motor  
20 homes, etc., shall be parked or stored on a public street or  
21 right-of-way for more than 24 consecutive hours. None of the  
22 above may be kept on the premises unless garages, sheds, parking  
23 stalls, etc., are provided.

24 16. Maintenance of Lots. All lots (improved or unimproved)  
25 shall be kept free of rubbish, weeds, etc., and must be maintained  
26 in such a manner as to not detract from the residential quality of  
27 the subdivision. Sidewalks, curbs, and gutters must be kept  
28 clean, unobstructed, and in good repair.

29 17. Post Lights and Trees. Each property owner shall  
30 maintain on his or her respective lot a tree, the location, size,  
31 and variety of such to be designated by the Architectural Control  
32 Committee. Each property owner shall maintain on his or her  
33 respective lot a post light, the type and location of such to be  
34 designated by the Architectural Control Committee.

35 18. Architectural Control. No building shall be erected,  
36 placed, or altered on any lot until the construction plans and  
37 specifications and a plan showing the location of the structure  
38 have been approved by the Architectural Control Committee as to  
39 quality of workmanship and materials, harmony of external design  
40 with existing structures, and as to location with respect to  
41 topography and finish grade elevation. No fence or wall shall be  
42 erected, placed, or altered on any lot nearer to any street than  
43 the minimum building setback line unless similarly approved.

44 19. Architectural Control Committee. The Architectural  
45 Control Committee is composed of Robert L. Heaps, Patsy Heaps,  
46 Darrel L. Clegg, and Beth Clegg. A majority of the committee may  
47 designate a representative to act for it. In the event of death  
48 or resignation of any member of the committee, the remaining  
49 members shall have full authority to designate a successor.  
50 Neither the members of the committee, nor its designated repre-  
51 sentative shall be entitled to any compensation for services  
52 performed pursuant to this covenant. At any time, the then record  
53 owners of a majority of the lots shall have the power through a  
54 duly recorded written instrument to change the membership of the  
55 committee or to withdraw from the committee or restore to it any  
56 of its powers and duties.

1       20. Committee Procedures. The committee's approval or  
2       disapproval as required in these covenants shall be in writing.  
3       In the event the committee, or its designated representative,  
4       fails to approve or disapprove within 30 days after plans and  
5       specifications have been submitted to it, or in any event, if no  
6       suit to enjoin the construction has been commenced prior to the  
7       completion thereof, approval will not be required and the related  
8       covenants shall be deemed to have been fully complied with.

9       21. Term. These covenants are to run with the land and  
10      shall be binding on all parties and all persons claiming under  
11      them for a period of 30 years from the date these covenants are  
12      recorded, after which time said covenants shall be automatically  
13      extended for successive period of 10 years unless an instrument  
14      signed by a majority of the then owners of the lots has been  
15      recorded, agreeing to change said covenants in whole or in part.

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

20      23. Severability. Invalidation of any one of these cove-  
21      nants by judgment or court order shall in no wise affect any of  
22      the other provisions which shall remain in full force and effect.

23      IN WITNESS WHEREOF, Declarant has executed this Declaration  
24      of Restrictions the day and year first above written.

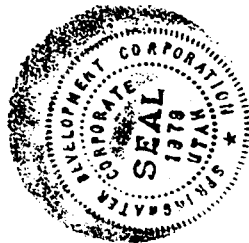
25                               DECLARANT:

26                               SPRINGWATER DEVELOPMENT CORPORATION,  
27                               A Utah Corporation

28                               By: [Signature]  
29   Its President

30                               Attest: [Signature]  
31   Its Secretary

32      (Acknowledgement on Page 5)



1 STATE OF UTAH )  
2 ) ss.  
3 COUNTY OF UTAH )

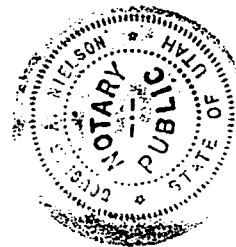
4 On the 23<sup>rd</sup> day of October, 1979, personally  
5 appeared before me Robert L. Heaps and Darrel L. Clegg, who being  
6 by me duly sworn, say that they are the President and Secretary,  
7 respectively, of Springwater Development Corporation, the corpor-  
8 ation that executed the above and foregoing instrument and that  
9 said instrument was signed in behalf of said corporation by  
10 authority of its by-laws (or by authority of a resolution of its  
11 board of directors) and said Robert L. Heaps and Darrel L. Clegg  
12 acknowledged to me that said corporation executed the same.

13 Douglas A. Nielson  
14 NOTARY PUBLIC

15 My Commission Expires: 8-19-82

16 Residing At: Orlms, Utah

17 When recorded mail to:  
18 Douglas A. Nielson  
19 Attorney at Law  
20 381 West 2230 North, Suite 125  
21 Provo, Utah 84601



22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
42080