

42080

168th & 10th
Orem
Spring Park Dr.

1979 OCT 25 PM 1:43

42080

1 DECLARATION OF RESTRICTIONS

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

5 RECITALS

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

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

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

20 1. Land Use and Building Type. No lot shall be used except
21 for residential purposes. No building shall be erected, altered,
22 placed, or permitted to remain on any lot other than one detached
23 single-family dwelling not to exceed two and one-half stories in
24 height and a private garage for not more than two cars.

25 2. Dwelling Cost, Quality, and Size. No dwelling shall be
26 permitted on any lot at a cost of less than Fifty Thousand Dollars
27 (\$50,000.00) based upon cost levels prevailing on the date these
28 covenants are recorded, it being the intention and purpose of the
29 covenant to assure that all dwellings shall be of a quality of
30 workmanship and materials substantially the same or better than
31 that which can be produced on the date these covenants are
32 recorded at the minimum cost stated herein for the minimum per-
mitted 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.

33 3. Building Location.

34 (a) No building shall be located on any lot nearer to the
35 front lot line or nearer to the side street line than the minimum
36 building setback lines as required by the City of Orem, Utah.

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

40 (c) For the purposes of this covenant, eaves, steps, and
41 open porches shall not be considered as part of a building,
42 provided, however, that this shall not be construed to permit any
43 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 mainte-
6 nance 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 ease-
9 ments. 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 develop-
27 ment 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.

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

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

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

47 12. Sewage Disposal. No individual sewage-disposal system
48 shall be permitted on any lot unless such system is designed,
49 located, and constructed in accordance with the requirements,
50 standards, and recommendations of the County and State of Utah.
51 Approval of such system as installed shall be obtained from
52 appropriate authorities.

53 13. Sight Distance at Intersections. No fence, wall, hedge,
54 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
height to prevent obstruction of such sight lines.

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

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

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

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

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

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

5 21. Term. These covenants are to run with the land and
6 shall be binding on all parties and all persons claiming under
7 them for a period of 30 years from the date these covenants are
recorded, after which time said covenants shall be automatically
8 extended for successive period of 10 years 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.

9 22. Enforcement. Enforcement shall be by proceedings at law
10 or in equity against any person or persons violating or attempting
11 to violate any covenant either to restrain violation or to recover
damages.

12 23. Severability. Invalidation of any one of these covenants
13 by judgment or court order shall in no wise affect any of
the other provisions which shall remain in full force and effect.

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

16 DECLARANT:

17 SPRINGWATER DEVELOPMENT CORPORATION,
A Utah Corporation

19 By: Robert H. Capo
20 Its President

22 Attest: Darrel Clegg
23 Its Secretary

24 (Acknowledgement on Page 5)



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

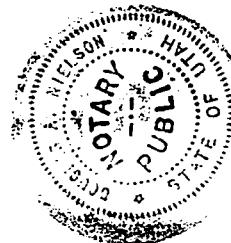
4 On the 23rd day of October, 1979, personally
5 appeared before me Robert L. Heaps and Darrel L. Clegg, who being
6 respectively, of Springwater Development Corporation, the corpora-
7 tion that executed the above and foregoing instrument and that
8 said instrument was signed in behalf of said corporation by
9 authority of its by-laws (or by authority of a resolution of its
10 board of directors) and said Robert L. Heaps and Darrel L. Clegg
11 acknowledged to me that said corporation executed the same.

Douglas A. Nielson

NOTARY PUBLIC

10 My Commission Expires: 8-19-82
11 Residing At: Orem, Utah
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13 When recorded mail to:
14 Douglas A. Nielson
15 Attorney at Law
381 West 2230 North, Suite 125
Provo, Utah 84601



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