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ENT 20235:2000 Pg 1 of 4  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
2000 Mar 14 11:16 am FEE 29.00 BY SS  
RECORDED FOR PAYSON CITY

**Exhibit "C"**  
**RESTRICTIVE COVENANTS OF THE PAYSON FARMS SUBDIVISION**  
**Plat A, Lots 1-12 and lot 15**

We the undersigned, owners of Plat A, Lots 1-12 and lot 15 of Phase 1, inclusive, of the Payson Farms Subdivision, located in Payson, Utah, do hereby make the following declarations as to limitations, restrictions and use to which these lots may be put. This declaration of covenants 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 subdivision. These residential area covenants in their entirety shall apply to all property listed in the above described subdivision, which is also described in the attached plat map, which is designated as Exhibit "A".

**RESIDENTIAL AREA COVENANTS**

1. **Land Use and Building Type.** No building shall be erected, altered, placed or permitted to remain on any lot other than a one family dwelling not to exceed two stories in height. The front and side elevations of each dwelling are to have a minimum of three feet of brick or stone. Brick, stone, and synthetic stucco or stucco are acceptable exterior building materials. There is to be no aluminum siding. Each single-story finished dwelling must have a minimum square footage of 1,200 square feet of living area on the main (ground level) floor. Each two-story finished dwelling must have a minimum square footage of 1,000 square feet of living area on the main floor. This square footage is excluding garages, porches, verandas, carports, patios, basements, and steps.

2. **Styles of Homes not permitted.** No modular homes, round homes, octagonal homes, prefab homes, pre-built homes, log homes, concrete homes, or any other style of home of this nature shall be built or erected in this subdivision.

3. **Roof Materials.** All roofs must be built using materials, which are guaranteed to last at least 20 years. Corrugated metal or tar and gravel roofs are expressly forbidden.

4. **Garage.** A private garage for not less than two cars is required for each dwelling in this subdivision. A carport is allowed only to provide additional covered parking space beyond the two-car garage.

5. **Dwelling Elevations.** Dwelling elevations shall vary from lot to lot and no elevation shall be duplicated on adjacent lots having common side or rear lot lines. In the event a single builder acquires multiple lots, then such builder shall be required to have at least two elevations for lots upon which he constructs a dwelling.

6. **Fuel Storage.** No tank for storage of fuel may be maintained above the surface of the ground.

7. **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 set back lines required by the City of Payson.

8. **Storage of Building Materials.** No building material of any kind of 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. No contractor shall use someone else's lot to hold topsoil, gravel, sand or building materials without the written consent of the lot owner.

9. **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.

10. **Nuisances.** No noxious or offensive activity shall be conducted upon any lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

11. **Signs.** No signs, billboards, nor advertising structures may be erected or displayed on any lots described herein, except that a single sign, not more than 2 feet by 3 feet in size advertising a specific lot for sale or house for rent, or a construction sign, may be displayed on the premises affected. The other exception will be signs that are deemed necessary by the original owner of the subdivision up until the time that all lots in the subdivision are sold.

12. **Animals.** Allowable as per the animal and land used section of the Payson City code.

13. **Refuse.** No trash, ashes, rocks, building materials not any other refuse may be dumped, thrown or otherwise disposed of, on any lot in this subdivision. All homes must subscribe to city garbage disposal service.

14. **Temporary Structures.** No structure of a temporary character, trailer, basement, tent, shack, garage, or other out building shall be used on any lot any time as a residence, either temporary or permanently, except during the construction period of the approved family dwelling on that lot.

15. **Fencing.** No fence hedge or other dividing structure higher than 3.5 feet shall be permitted in the front yard. Not dividing structure on any other portion of the lot shall be over 6 feet in height. Homes bordering 1400 South are required to install white vinyl fencing that is consistent with other fencing along 1400 South. Only those side yards bordering on 1400 South will be required to have such fencing.

16. **Parking and Storage.** No inoperative automobile shall be placed or remain on any lot or adjacent street for more than 48 hours. No campers, trailers, boats, equipment, recreational vehicles, motor homes, buses, tractors, trucks over three-quarter ton capacity, commercial vehicles, or other similar vehicles shall be parked or stored on a public street or right of way in this subdivision for more than 72 consecutive hours. None of the above referenced vehicles or equipment may be kept or stored on any lot unless in a garage or parking stall of some nature located behind the front yard setback of the lot. Storage or accumulation of junk cars and/or scrap metal, 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.

17. **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.

18. **Antennas and Satellite Dishes.** No radio or short wave antennas will be allowed. All TV antennas must be placed on the backside of the roof (or in the attic) so that no part of the antenna can be seen from the front street location. All satellite antenna systems (dishes) must be placed in the side or back yard and must be sight obscured.

19. **Lighting:** All house address numbers to be lit.

## ENFORCEMENT RIGHTS

If the parties hereto, or any of them, or their heirs or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person owning any real property in the subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, and to prevent him or them from so doing or to recover damages, attorney fees, costs of court or other dues for such violation.

## GENERAL PROVISIONS

There shall exist an Architectural Control Committee whose purpose will be to monitor the implementation of the covenants and restrictions of the Payson Farms Subdivision. Initially, the membership of that committee shall consist solely of Payson Farms L.C. Once 75% of the lots are sold, a new committee consisting of three individuals will be selected. Any deviations from the covenants of this declaration, whether they are temporary or permanent in nature, must have the prior written approval of the Architectural Control Committee. A copy of any such approval shall be submitted to Payson City as part of the building permit application.

Each lot owner is fully responsible to see that his or her contractor receives a copy of this declaration of building covenants and restrictions and to see that the contractors and subcontractors abide by the same.

These restrictive covenants are intended to comply with Payson City Zoning requirements. If Payson City zoning requirements are more restrictive than these covenants, Payson City Zoning requirements shall prevail.

## SEVERABILITY

Invalidation of any of these covenants by judgements or court action, shall in no way affect any other provisions which shall remain in full effect.

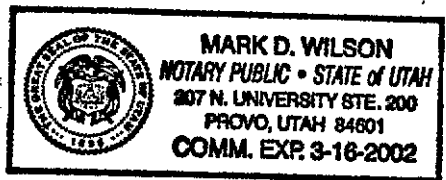
SIGNATURES

In witness thereof: The said owners of the Payson Farms Subdivision, being duly authorized, have caused their names to be subscribed on this 13 day of March, 2000.

Albert Ruiz <sup>MANAGER</sup> 03/13/2000  
Al Ruiz, Member of Payson Farms, LLC Date

Subscribed and sworn to me on this 13<sup>th</sup> day of March, 2000

Mark D. Wilson  
NOTARY PUBLIC



My commission expires on 3/16/02

I reside at Spanish Fork Utah County, State of Utah