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RECORDED FOR MOUNTAIN WEST TITLE CO

**Gold Crest Estates
Covenants and Building Restrictions**

Know all men by these presents:

United Resources is the owner of the following described property located in Orem, Utah, County of Utah, State of Utah.

See the attached Exhibit "A", which is made a part hereof by this reference.

It is the owner's desire to restrict the use to which the above described property is put, and for this purpose executes these covenants and building restrictions:

That the real property covered by said covenants has been platted and designated and known as Gold Crest Estates "the subdivision", that a plat thereof was accepted by Orem City Council and the Mayor of Orem City and has been recorded in the office of the County Recorder of Utah County.

Now therefore, all of the lots shown on the subdivision plat of Gold Crest Estates subdivision are held and shall be conveyed subject to the restrictions and covenants hereinafter set forth and all persons and corporations who hereafter own or have any interest in any lot in said subdivision shall take and hold the same subject to the agreement to conform to and observe the same for a period of twenty five (25) years from the date of recording; provided, however that said restrictions and covenants shall be renewed automatically and continue there after for successive periods of ten (10) years each, 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.

1). DWELLING QUALITY AND SIZE:

A. All of the lots shown on said subdivision plat shall be used only for residential purposes. No dwelling shall be erected, altered, placed or permitted to remain on any lot other than one (1) single-family dwelling, not to exceed three stories in height in addition to a basement and private garage for not less than two (2) cars. Carports will not be allowed.

B. For a single story dwelling the finished area above grade will not be less than 1400 square feet exclusive of open porches and garages except lots 7, 8, 9, 10, 11 & 12 which may not have finished area above grade less than 1260 square feet. All ramblers must have a minimum of 6/12 pitch roof or as approved by the architectural control committee.

C. For a two (2) story dwelling, the finished area above grade will not be less than 1800 square feet exclusive of open

porches and garages except lots 7, 8, 9, 10, 11 & 12 which may not have finished area above grade less than 1600 square feet.

D. The additional lots along 200 West may be allowed to have a minimum of 1260 square feet for a single story dwelling and 1600 square feet for a two (2) story dwelling by approval of the architectural control committee.

E. Four (4) Level splits and split entry's (Bi-Levels) will not be permitted in this subdivision unless approved by the architectural control committee.

F. Other styles of homes: No modular homes, no round homes, no octagon homes, no pre-fab homes, or pre-built homes, no all wood homes, no all aluminum homes, no bi-level homes, no log homes, no mobile homes, no steel homes, no concrete homes or any other type of homes of this nature shall be built or erected in this subdivision. No solar homes can be built unless approved by the architectural control committee.

G. Any deviation from or modification of paragraph 1 shall be by way of unanimous consent of the architectural control committee, a body of property owners in the subdivision, duly nominated and elected to serve as further set forth herein. (hereafter, the "committee").

2). SPECIFICATIONS:

To maintain a degree of protection to the investment which homeowners in this area may make, homes of good design are requisite, and must be approved by the committee in advance of the commencement of construction.

A. Easements for installation and maintenance of utilities, are reserved as noted on the recorded map. Within these easements no structure or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements, if any, for which a public authority of utility company is responsible.

B. A set back shall conform to Orem City requirements, with the requirement that the minimum front yard set back shall not be less than 25 feet with a side yard setback not less than 20 feet and a back yard setback of 25 feet, the side yards, next to the other street, will be 20 feet, the other side yard and back yards can be 10 feet each according to the city code.

C. All plans and specifications for any structure or improvement whatsoever to be erected on or moved onto any lot,

and the proposed location of the lot or lots, the construction material, the roofs and exterior color schemes, any later changes or additions after initial approval has been given thereof and remodeling reconstruction, alterations thereto on any lot shall be subject to and shall require the approval of the committee in writing before any work is commenced.

Two (2) complete sets of plans and specifications together with proof of approval from governmental agencies involved for any and all proposed improvements, the creations or alteration of which is desired and no structures or improvements of any kind shall be erected, altered, placed or maintained upon any lot unless and until the final plan, elevations and specifications therefore have received such written approval as herein provided. Such plans shall include plot plans showing the location on the lot of the building, wall, fence or other structure proposed to be constructed, altered, placed or maintained, together with the proposed construction material, color schemes for roofs and exteriors thereof.

The committee shall approve or disapprove plans, specifications and details within fifteen (15) days from the receipt thereof; the plans and specifications shall be deemed approved should the committee fail to respond within the fifteen (15) day period. One (1) set of plans and specifications and details with the approval or disapproval endorsed thereon, shall be returned to the person submitting them and the other copy thereof shall be retained by the committee for its permanent files.

The committee shall have the right to disapprove any plans, specifications or details submitted to it in the event the same are not in accordance with all of the provisions of these restrictions. Further, if the design or color scheme of the proposed building or other structure is not in harmony with the general surroundings of such lot or with the adjacent buildings or structures; if the plans and specifications submitted are incomplete; or in the event the committee deems the plans, specifications or details, or any part thereof, to be contrary to the interest, welfare or rights of all or any one of the property owners of the subdivision, then the committee shall have the right to disapprove said plans, specifications or details submitted to it. The decision of the committee shall be final, subject to veto by a two thirds vote of all the committee.

The committee shall not be responsible in any way for defects in any plans or specifications submitted, revised or approved in accordance with the forgoing provisions, nor for any structural or other defects in any work done according to such plans and specifications.

The committee shall have the authority to set up regulations

as to height, architectural plan and design, the size requirements for all dwellings and all other types of out buildings and structures, including fences, wall copings etc. by way of example, and not by way of limitations, the committee may require that all structures have not less than 75% brick, stone or stucco facing with fifty percent brick, stone and or stucco on the back and sides of the structure.

No improvements shall be built unless they conform with all requirements of the Federal, state and local governing authorities and the minimum building area restrictions as they may exist at the time of approval of the plan by the committee.

3). MAINTENANCE:

All builders are required to use a dumpster in which to place all refuse. Said dumpster must be on the site at the beginning of the framing process. Or, said contractors must pay \$250.00 deposit against the clean up process. If contractor does not clean up all refuse within one week after closing of the long term loan, then the deposit will be used for that purpose. Additional costs will be billed to said contractor(s). Said funds will be released after inspection.

A. No lot shall be used or maintained as a dumping ground for rubbish or debris. Trash, garbage or other waste shall not be kept except in sanitary containers. All containers used for the storage or disposal of such materials shall be kept in a clean and sanitary condition during construction, excess building materials and debris shall not be permitted to accumulate.

B. Unless otherwise approved in writing by the committee, construction of primary dwelling must be completed, construction materials and equipment removed and the ground graded within fifteen (15) months from the time the ground is broken for the structure.

C. All lots, whether improved or unimproved, must be kept free of rubbish, weeds, trash and debris of any kind and must be maintained in such manner as to not detract from the subdivision as a whole. Sidewalk, parkway, curb and gutters must be kept clean and in good repair and unobstructed.

D. 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 lines. Any disturbance of the property on any side of the lot being built on, caused either by you or your contractor(s), shall be cleaned and repaired by you/or your contractor, prior to the closing of your loan(s).

E. Landscaping, including grass and some shrubs must be completed within twenty four (24) months from the first date the ground is broken for the structure.

F. All lots shall be required to have a front yard light.

G. All roofs must be of wood shake, bar tile or 30 year architectural 80, heavy duty asphalt roof or equivalent.

H. All lots must be built on within 2 years from date of purchase by the original lot owner, as witnessed by the closing documents.

4). RESTRICTIONS ON USES:

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

B. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out building shall be used on any lot at any time as a residence either temporarily or permanently.

C. No animals, livestock or poultry of any kind shall be raised or kept on any lot, except dogs, cats and other domesticated house hold pets may be kept provided they are not kept or maintained for any commercial purpose, and provided that all pets kept outside must be restrained in a humane and sanitary manner. Kennels, runs and leash areas must be kept clean and sanitary and may not be located less than 20 feet from any neighborhood dwelling. No pets may be kept in unreasonable numbers and the committee may establish rules and restrictions from time to time concerning specific breeds or types of dogs or animals.

D. No automobiles, truck campers, trailers, boats, equipment, recreational vehicles, motor homes, or other similar vehicles, shall be parked or stored on a public street or right of way for more than 72 consecutive hours. The intent of this provision is to keep the roadways open for daily traffic and to avoid the unsafe and unsightly condition of vehicles parked on the street for long periods of time. The committee may enforce this provision by first giving notice to the owner of the violation or where the owner is not readily available or ascertainable, by giving notice in the form of a written request placed on the vehicle in question, and subsequently by causing that vehicle(s) or equipment parked on the street in violation of this provision be towed away at the owner's expense. None of the above referenced vehicles or equipment may be kept or stored on any lot unless stored in a garage or parking stall (pad). No lot

line fence over 6 feet high will be allowed. No chain link fences will be allowed.

E. Swamp coolers will be allowed, however all coolers must be placed on the back side of the roof so no part of the cooler can be seen from the front street location.

F. No radio or short wave antennas will be allowed. All TV antennas must be placed on the back or side of the roof so no part of the antenna can be seen from the front street location. All satellite antenna systems (disks) cannot be placed or installed in the front or side yards. If allowed in the side yard, the disk must be sight obscured from the front street location.

G. No commercial activity of a permanent nature may be conducted within the subdivision without the express written consent of the committee. The standard by which the committee shall judge in connection with such request shall be based in part on avoidance of the generation of business traffic into the subdivision, and the unobstrusive nature of the requested activity.

H. No more than one (1) family unit will be maintained on each lot within the subdivision; notwithstanding the foregoing, it is contemplated that live-in help and immediate family members, their spouses, and children would be permitted to occupy the premises with the lot owner.

5). ENFORCEMENT RIGHT:

If any of 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 other person or persons owning any real property in the subdivision, to prosecute any proceeding law or in equity against the person or persons violating or attempting to violate any such covenants, and with to prevent him or them from doing or to recover damages, attorney's fees, costs or court or other dues for such violation.

6). ARCHITECTURAL CONTROL COMMITTEE:

A. The initial committee is composed of:

John A. Ford
Kim S. Ford
John B. Ford

B. When all lots within the development have been sold by the developer, the structure of the committee will change to include not less than three (3) nor more than seven (7) duly elected property owners and representatives of the developer and the seller will no longer be included.

C. Membership in the committee shall be limited to property owners only, as long as at least three property owners consent to serve. In the event the property owners cannot fill at least three seats on the committee, any property owner may nominate a non-property owner in the subdivision and such individual(s) may be voted upon for membership on the committee.

7). GENERAL PROVISIONS:

A. Except as otherwise provided this declaration can be amended at any time by a written instrument executed in recordable form by not less than three fourths (3/4ths) of the property owners within the subdivision.

B. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded. (Extension provisions cited in preamble).

C. Enforcement shall be by proceeding law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

D. Invalidation of any one of these covenants by judgement or court order shall in no way affect the remaining provisions which shall remain in full force and effect.

E. Each lot owner/home owner, along with the developer and contractor must inspect the sidewalks, streets, fences, utility improvements etc., prior to the actual closing of the long term loan on the lot or home. Any damages incurred by the lot/home owner, their contractor or contractors, in the process of building their home, shall be repaired and paid for by the lot/home owner, the contractor or contractors involved in building the home. If all lots have been sold and the contractor is not involved anymore, then a member of the architectural control committee will perform the inspection.

It is required that each and every lot owner read and understand these covenants and building restrictions of the Gold Crest Estates, and they must sign this document specifying that they have read it and accept it in its entirety.

Buyer (Lot owner)

Date

Buyer (Lot owner)

Date

Witness of signatures

Date

In witness thereof: The said owner(s) of the hereinafter described property, being duly authorized have caused their names to be hereunto subscribed on this _____ day of _____ 19 ____.

Subscribed and sworn to me this _____ day of _____ 19 ____.
my commission expires _____ and I reside at _____
_____ County _____ State.

Notary Public

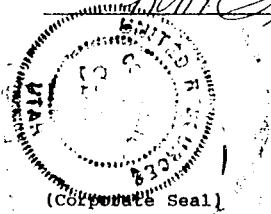
Attest:

Kim S. Ford
Secretary

Unites Resources Inc.

By:

John A. Ford
President



(Corporate Seal)

STATE OF UTAH)
) ss
COUNTY OF UTAH)

On the Twenty-fourth day of May, A.D. 1990 personally appeared before me John A. Ford and Kim S. Ford who being duly sworn did say, each for himself, that he, the said John A. Ford is the president, and she, the said Kim S. Ford is the secretary of UNITED RESOURCES INC., and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said John A. Ford and Kim S. Ford each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

Clara M. [Signature]
Notary Public

My commission expires: 08/20/91

My residence is: Orem, Utah



ENT16515 BK 2693 PG 333

EXHIBIT "A"

All of Plat "A", GOLD CREST ESTATES SUBDIVISION, Orem City, Utah County, Utah
according to the official plat thereof filed in the office of the County Recorder
of UTAH County, Utah.