

DECLARATION OF BUILDING AND USE RESTRICTIONS

PART A. PREAMBLE

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned, being the owners of the following described real property located in the City of Orem City, Utah County, State of Utah, to-wit:

Lots 1 to 14 inclusive, Birchwood Plat A, according to the plat thereof, as recorded in the office of the County Recorder of said County.

do hereby establish the nature of the use and enjoyment of all lots in said subdivision and do declare that all conveyances of said lots shall be made subject to the following conditions, restrictions and stipulations:

PART B. RESIDENTIAL AREA COVENANTS

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 stories in height and private garages and/or carports for not more than three vehicles. All construction to be of new materials, except that used brick may be used with prior written approval of the Architectural Control Committee.
2. Architectural Control. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design and existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the front building setback line unless similarly approved. Approval shall be as provided in Part C.
3. Dwelling Cost, Quality and Size. No dwelling shall be permitted on any lot at a cost of less than \$30,000.00 exclusive of lot, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants 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 main floor area of the main structure, exclusive of one-story open porches and garages shall be not less than 900 square feet.
4. Building Location.
 - (a) No building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 8 feet to any side street line.
 - (b) No dwelling shall be located nearer than 8 feet to any interior lot line, except that a one-foot minimum side yard shall be permitted for a garage or other permitted accessory building located 45 feet or more from the front building setback line. No dwelling shall be located on any interior lot nearer than 30 feet to the rear lot line. Detached garages or other permitted accessory buildings may be located seven (7) feet or more from the rear lot line, so long as such buildings do not encroach upon any easements.
 - (c) For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of any building on a lot to encroach upon another lot.
5. Lot Area and Width. No dwelling shall be erected or placed on any lot having a width of less than 70 feet at the front building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 7500 square feet, except that a dwelling may be erected or placed on all corner and cul-de-sac lots as shown on the recorded plat, provided that the above yard clearances are maintained.
6. Easement. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 7 feet of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation

record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties. The Architectural Control Committee is composed of Wayne R. Luck and John L. Dester

2. Procedure. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, 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.

PART D. GENERAL PROVISIONS

1. Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of forty (40) years from the date these covenants are recorded, after which time, said covenants shall be automatically extended for successive periods of ten (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.

2. Enforcement. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages.

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

Dester & Luck, Inc.

[Signature]
John L. Dester - Secretary

[Signature]
Wayne R. Luck - President

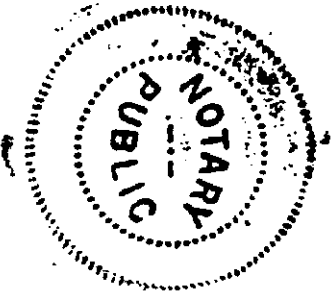
STATE OF UTAH)
 : ss
COUNTY OF UTAH)

On the 25 day of MARCH, 1983, personally appeared before me Wayne R. Luck who being by me duly sworn did say, that he, the said, is the President of Dester & Luck, 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 the said Wayne R. Luck duly acknowledged to me that said Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 25 day of MARCH, 1983.

[Signature]
NOTARY PUBLIC

Residing in Orem, Utah
My Commission Expires: 4-2-85



BOOK 2039 PAGE 337
8869
RECORDED AT THE REQUEST OF
ASSOCIATED TITLE CO.
1983 MAR 31 AM 9:22
UTAH COUNTY REC'D
FEE \$11.50
ASSOCIATED TITLE CO.