

WHEN RECORDED MAIL TO:  
Utah West Development, Inc.  
967 No. Fort Canyon Road  
Alpine, Utah 84004

ENT 126248:2002 PG 1 of 4  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
2002 Oct 24 3:50 pm FEE 60.00 BY SS  
RECORDED FOR METRO NATIONAL TITLE

MNT # 01020020

**DECLARATION OF PROTECTIVE COVENANTS  
AGREEMENTS, RESTRICTIONS, AND CONDITIONS AFFECTING  
KIRK'S FRUIT RANCH SUBDIVISION PLAT "A"**

**PART A. PREAMBLE**

KNOW ALL MEN BY THESE PRESENT THAT, WHEREAS, the undersigned, being owners of the following described real property located in the City of Orem, Utah County, State of Utah to wit:

Lots 101 to 116 and 118 to 145 inclusive, Kirk's Fruit Ranch Subdivision Plat "A" according to the official 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 subdivisions 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 for other than single family residence. There shall not exist on any lot at any time more than one residence. No out building, barn, shed, guest house or structure shall be erected on any lot in the subdivision without approval in writing from the Architectural Control Committee. Every garage shall be constructed as an integral part of the residence it is intended to serve and shall be of sufficient size for at least two automobiles. All construction is to be of new materials. Front and two sides of exterior veneer may be all brick, stucco, stone or any combination of the three, and rear of may be siding. Used brick may be used with prior written approval of the Architectural Control Committee. Soffits and fascias may be aluminum material. All homes shall have Architectural grade organic shingles, tile or wood shake roofs. All roofs shall have a minimum of 5/12 pitch, a lesser pitch must be approved by the Architectural Control Committee. All designs must be in basic harmony with the theme of the subdivision as per review by the Architectural Control Committee.
2. *Architectural Control.* No dwelling 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 with 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 of the building setback line unless similarly approved. Approval shall be as provided in Part C.
3. *Building Size.* No building shall be permitted on any lot with the ground-floor area of the main structure, exclusive of open porches and garages, of less than 1,400 square feet for one story dwellings, ramblers, and bi-levels, nor less than 1,100 square feet ground floor area with a total of not less than 2,200 square feet for a two-story dwelling. Split level homes with five or more levels shall be reviewed individually, but shall have no less than 2,200 square feet finished exclusive of the lowest level for five level splits and the two lowest levels for six level splits. The

construction materials for each home shall be of a quality equal to or superior to FHA or VA requirements.

4. *Building Location.*
  - (a) No building shall be located on any lot nearer to the front lot line, or nearer to any side street line than Orem City's minimum requirements.
  - (b) For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of the building, provided however, that they shall not be constructed to permit any portion of any building on a lot to encroach upon another lot.
5. *Easement.* Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structures, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easement, or which may obstruct or retard the flow of water through the drainage channels in the easements. 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 for which a public authority or utility company is responsible.
6. *Nuisance.* 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. No clothes drying or storage of any articles which are unsightly in the opinion of the Architectural Control Committee will be permitted unless in enclosed areas designed for such purposes. No automobiles, trailers, boats, or other vehicles are to be stored on streets or in front or side lots unless they are in running condition, properly licensed and are being regularly used.
7. *Temporary Structures.* No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. No mobile homes permitted.
8. *Signs.* No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
9. *Livestock and Poultry.* No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may, be kept provided that they are not kept, bred, or maintained for any commercial purpose and are restricted to the owner's premise or on a leash under handler's control.
10. *Garbage and Refuse Disposal.* No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Each lot and its abutting street are to be kept free of trash, weeds, and other refuse by the lot owner. No unsightly materials or other objects are to be stored on any lot in view of the general public.

11. *Sight Distance at Intersection.* No fence, wall, hedge, or shrub planting which obstructs sight lines at elevation between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines or in case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
12. *Oil and mining Operations.* No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas, shall be erected, maintained or permitted upon any lot.
13. *Landscaping.* Trees, lawns, shrubs, or other plantings shall be properly nurtured and maintained or replaced at the property owner's expense upon request of the Architectural Control Committee. Complete landscaping shall be in place within 12 months after occupancy.
14. *Slope and Drainage Control.* No structure, planting or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of flow of drainage channels. The slope control areas or each lot and all improvements in them shall be maintained continuously by the owner of the lots, except for those improvements for which a public authority or utility company is responsible.

PART C. ARCHITECTURAL CONTROL COMMITTEE

1. *Membership.* The committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members of the committee shall have full authority to select a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then 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 Quayle W. Dutson. Upon the sale or transfer of the final lot currently held in Kirk's Fruit Ranch Subdivision, Plat "A" the above-named member of the Architectural Control Committee shall be replaced by two individuals either elected or appointed by the current property owners of Kirk's Fruit Ranch Subdivision, Plat "A".
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 completion thereof, approval will not be required, and related covenants shall be deemed to have been fully complied with. A copy of the plan signed by both parties will be held by the committee and one copy will be held by the builder on the site at all times.

PART D. GENERAL PROVISIONS

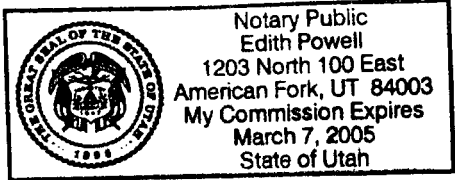
- 1. *Term.* These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of forty years from the date these covenants are recorded, after such time, said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of 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 covenant 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 way affect any of the other provisions which shall remain in full force and effect.
- 4. *Amendment.* These covenants are to run with the land and shall be binding on all parties and all persons claiming under them unless an instrument signed by seventy-five percent of the then owners of the lots has been recorded, agreeing to change and covenants in whole or in part.

THIS DECLARATION is made this 18<sup>th</sup> day of October, 2002.

Quayle W. Dutson, President  
Utah West Development, Inc.

STATE OF UTAH                    )  
  : ss  
COUNTY OF UTAH                )

On this 18 day of October 2002, personally appeared before me Quayle W. Dutson who being by me duly sworn did say, that he is the President of Utah West Development, Inc. the corporation that executed the above and foregoing instrument and that said instrument was signed in behalf of said corporation by authority of its by-laws (or by authority of a resolution of its board of directors) and said Quayle W. Dutson acknowledged to me that said corporation executed the same.



Edith Powell  
Notary Public