

COVENANTS AND BUILDING RESTRICTIONS

Silver Leaf Estates Subdivision

ENT 13260 BK 2780 PG 69
NINA B REID UTAH CO RECORDER BY MB
1991 APR 15 4:03 PM FEE 20.50
RECORDED FOR PROVO LAND TITLE COMPANY

Silver Leaf Estates subdivision, the Owners or representatives of the Owners of the following described property located in Utah County, State of Utah:

All property known as **Silver Leaf Estates subdivision** as shown on the recorded plats at the Utah County Court House. The area being approxiametly 1110 East 1220 North Orem, Utah.

The same being the real property now duly platted as the **Silver Leaf Estates subdivision** in Utah County, as said plat is now recorded in the office of the Recorder in and for Utah County, Hereby makes the following declarations as to limitations, restrictions and uses to which the constituting covenants to run with the land, as provided by law and shall be binding on all parties and all person's claiming under them and for the benefit of limitations upon all future owners for the putpose of keeping the addition desirable, uniform and suitable in architechural design and use as specified hereafter.

1) For the purpose of administering these covenants, a committee called the architechual control committee shall have the full authority to administer and pass upon all conditions specified in these protective covenants. The committee shall be comprized of the following: Wayne Leavitt and Peggy Leavitt and any others whom may be selected by the said group.

The Architechural Control Committee shall be required to review all house plans and a majority must approve and sign the said plans. The builders shall furnish the Committee with a complete set of plans on each house.

2) The principal dwelling shall have a minimum full enclosed floor area devoted to living purposes, exclusive of porches, terraces, garages, guest houses and servant living quarters of the following;

a) RAMBLERS: A minimum of 2000 square feet on the main floor on all lots. All dwellings are to maintain a two or three car garage on said premises. No carports will be allowed. 1800 sq. ft. is allowed if design so warrants it.

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b) TWO STORY HOMES: If the dwelling is to be a two story home, the main level shall have a minimum of 1450 square feet, plus, a minimum of 1100 square feet on the upper floor. Each dwelling is to build and maintain a 2 or 3 car garage. No carports will be allowed. On all lots, if the main floor is 1800 sq. ft. or larger, the upper floor can be 900 square feet.

c) BI-LEVELS: A bi-level, with the garage built under, shall be required to have a minimum of 2200 square feet on the main level. The main level is stated to be the upper floor. If the Garage is detached or attached (not built under), the minimum square footage of 1800 square feet is required on the main floor. All lots must build and maintain a 2 or 3 car garage. No carports will be allowed on any of the lots in the subdivision.

d) 4 LEVEL SPLITS: The minimum square footage that must be finished, on a 3 levels, is 2,400 square feet, with a minimum of 3 levels finished. All lots are to build and maintain a 2 or 3 car garage. No carports will be allowed.

e) OTHER: No modular homes, no round homes or octagon homes, no pre-built homes or pre-fab homes shall be allowed to be built or erected in this subdivision. No log homes, no mobile homes, no steel or concrete homes or any other homes of this nature shall be built or erected in this subdivision.

3) The following building location restriction shall apply: All properties to comply with Orem City building regulations and codes, except all houses will be required to place the house or garage a minimum set back of 25 feet from the road right of way.

4) No junk vehicles will be allowed on any property, for temporary or permanent use.

5) No structure of a temporary character, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence either temporary or permanent.

- 6) All fences must be approved by Orem City. No chain link fences will be allowed.
- 7) 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.
- 8) No radio or short wave antenna's. All T.V. antenna's 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.
- 9) All satellite Antenna Systems (disk's) can not be place or installed in the fron or side yards. If allowed in the side yard, the disk must be site obscured from the street location.
- 10) No animals, livestock or poultry of any kind shall be raised bred, or kept on any lot except dogs, cats and other household pets. Providing that they are not kept, bred or maintained for commercial purposes.
- 11) 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 sale period. No unsightly objects or nuisance shall be erected, placed, or permitted to remain on any of said lots, nor shall the premises be used in any way for any purpose which endanger the health or unreasonably disturb the holder of any lot in the said subdivision. 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.
- 12) The owners of all lots shall keep the same clean of weeds and trash. If any owners fail to do so, the developer may have them taken care of and charge the cost of such a service to the owner. Recordation of a notice of such a charge in the office of the County Recorder of Utah County, Utah, shall constitute a lien against said lot which lien shall continue until release or record.

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13) The fore going restrictions and covenants run with land and shall be binding on all persons owning any of the said lots in **Silver Leaf Subdivision** until January 1, 2010, of ten years each unless an instrument signed by the then owners of a majority of said lots is recorded agreeing to change the same in whole or in part.

Deeds of conveyance of said property, or any part thereof, may contain the above restrictive covenants by reference to this document, but whether or not such reference is made in such deeds, or any thereof, each and all such restrictive covenants shall be valid and binding upon the respective grantees. Violations of these restrictive covenants or any one or more of them shall not affect the lien of any mortgage not of record or which hereafter may be placed of record upon said lots or any part hereof.

Invalidation of any one of these covenants or restrictions by judgment or court order shall in nowise affect any of the provisions, which remain in full force and effect.

WITNESS, the undersigned this 4 day of April, A. D. 1991.

David F. Foster
DAVID F. FOSTER

Kelli C. Foster
KELLI C. FOSTER

MT. ROSE MORTGAGE COMPANY, INC.

BY: M. W. Leavitt
M. W. Leavitt

Melvin Wayne Leavitt
MELVIN WAYNE LEAVITT

Peggy Jean Leavitt
PEGGY JEAN LEAVITT

Gerald T. Garrett
GERALD T. GARRETT

Teri Garrett
TERI GARRETT

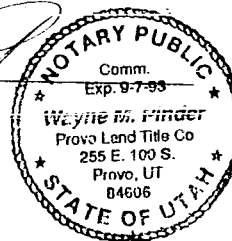
Lyman W. Davis
LYMAN W. DAVIS

Eileen Davis
EILEEN DAVIS

STATE OF UTAH)
 ss.
County of Utah)

On the 4 day of April, A. D. 1991, personally appeared before me KELLI C. FOSTER and me MELVIN WAYNE LEAVITT, PEGGY JEAN LEAVITT, GERALD T. GARRETT, TERI GARRETT, DAVID S. FOSTER and LYMAN W. DAVIS and EILEEN DAVIS, the signers of the within instrument, who duly acknowledged to me that they executed the same.

W. M. Leavitt
Notary Public

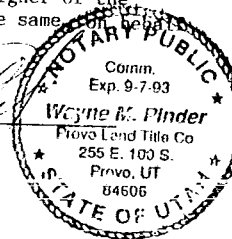


My commission expires: 9-7-93
Residing in: Provo, UT

STATE OF UTAH)
 :
COUNTY OF UTAH)

On the 4 day of April, A.D. 1991, personally appeared before me W. M. Leavitt, President of Mt. Rose Mortgage Company, Inc., the signer of the within instrument, who duly acknowledged to me that he executed the same on behalf of Mt. Rose Mortgage Company, Inc.

W. M. Leavitt
Notary Public



My commission expires: 9-7-93
Residing in: Provo, UT