

17733

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS
APPLYING TO
AUTUMNWOOD SUBDIVISION

331940
Provo

RECORDED AT THE COUNTY CLERK'S OFFICE
UTAH COUNTY
DEPT. 1
1985 JUN -6 PM 4: 08

Richard H. Helt

17733

1. DEDICATION

The undersigned lot owners herewith make the following declaration of protective covenants and restrictions which shall apply and run with all of the lots of the AUTUMNWOOD SUBDIVISION.

2. DESCRIPTION

The real property which is, and shall be held, transferred, sold, conveyed, and occupied, subject to this declaration is as per Exhibit "A" attached hereto.

3. USE OF LAND

A. ZONING: All lots in said tract shall be used, improved and occupied according with the City of Provo R1 zoning classification and ordinances in effect at the date of this recording, and no building, buildings or improvements shall be erected, altered, placed or permitted to remain in any of said residential lots other than; (1) One single, detached building, one story in height, with a minimum square footage of 1700 square feet of living area (excluding garages, basements, porches and steps) and a private garage for not less than two cars; or (2) One single, detached building two stories in height with a minimum square footage of 2500 square feet of living area (excluding garages, basements, porches and steps) and a private garage for not less than two cars.

B. FENCING: No fence, wall, hedge or other dividing structure higher than 3-1/2 feet shall be permitted within the front yard setback. No dividing structure on any other portion of any lot shall be over 6 feet in height. All fences shall be kept in good repair.

C. DRAINAGE: Each lot owner shall be responsible to maintain and not interfere with the established drainage pattern over his lot and to cause no interference with drainage from adjoining lots, drainage channels or easements in said subdivision.

D. PARKING AND STORAGE: No inoperative automobile shall be

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placed or remain on any lot or adjacent street for more than 48 hours. No commercial type vehicles and no trucks shall be parked or stored on the front yard setback of any lot, or within the sideyard building setback on the street side of a corner lot, or on the residential street except while engaged in transportation. Trailers, mobile homes, trucks over three-quarter ton capacity, boats, campers not on a truck, motor homes, buses, tractors and maintenance or commercial equipment of any kind shall be parked or stored behind the front yard setback in an enclosed area screened from street view. The storage or accumulation of junk, 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.

E. LIVESTOCK: No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats and other normal household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

F. DRILLING & MINING: No derrick or other structure designed for use in boring, mining or quarrying for water, oil, natural gas or precious minerals shall be erected, maintained or permitted upon any lot in said Tract.

G. OFFENSIVE ACTIVITIES: No noxious or offensive trade or activity shall be carried on upon any lot or shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

H. NOISE INTRUSIONS: No audio annoyances or disturbances shall be permitted on any lot in said Tract. Specifically prohibited are the prolonged, repeated or excessively loud sounds from: running or testing of engines and motors; malfunctioning household machinery; excessively loud musical instruments; production or amplification of loud band or stereo music and other intrusive electronic sounds; excessively loud parties; prolonged howling or barking of dogs.

I. SIGNS AND MASTS: No signs, billboards or advertising structures may be erected or displayed on any lots or structures except that a single sign, not more than 2x3 feet in size, advertising a specific house for sale or for rent, or construction sign, may be displayed for a reasonable period of time during which such a sign is needed. Unsightly radio or television masts or antennas other than normally used for residences are prohibited. The creation of radio or television signal interference is prohibited.

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J. 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.

4. ARCHITECTURAL HARMONY

To preserve the architectural and landscape harmony of the development, for a period of five years from the recording of these conditions:

A. No building shall be erected, placed or altered on any lot, including the alteration of the exterior design or the changing of the exterior paint and stain colors without the approval of the Architectural Committee.

5. ARCHITECTURAL COMMITTEE

A. The Architectural Committee is composed of Neal Dastrup, 3555 North 210 West, Provo, Utah 84604; James Young, 3572 North 150 West, Provo, Utah 84604; and Kurt Bestor, 3492 North 150 West, Provo, Utah 84604. A majority of the Committee may designate a representative to act for it, in the event of resignation or death of any member of the Committee, the remaining members shall have full authority to designate a successor.

B. Members of the Committee shall not be entitled to any compensation for services performed pursuant to this covenant.

C. The duration of the Committee's authority shall be for a period of five years from the date of the recording of these restrictions.

D. At any time, the then recorded owners of a majority of the lots shall have the power through a duly recorded written instrument to change membership of the Committee or to withdraw from the Committee or restore to it any of its powers or duties.

E. Upon receipt in writing of requests for changes or additions by lot owners, accompanied by plans and specifications, the Architectural Committee shall exercise "reasonable authority" in approving or disapproving compliance to the covenants herein. In the event the Committee, or its designated representatives, fails to approve or disapprove, in writing, within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction or alteration has been commenced prior to completion thereof, approval will not be required and the related covenants shall be deemed to have been complied with.

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6. CITY/COUNTY AUTHORITY

The City of Provo is hereby made a part to these covenants and all its agents, departments and employees shall have the unrestricted right and authority to enforce the provisions of these protective covenants and also to refuse the issuance of any building, electrical or plumbing permit which may be in violation of these covenants.

7. TERM OF COVENANTS

These covenants shall run with the land and shall be binding upon all parties and all persons claiming under them until July 1, 1994, at which time said covenants shall be automatically extended for successive periods of ten years unless changed or revoked by vote of a majority of the existing lot owners of said Tract.

8. RIGHT TO ENFORCE

Any lot owner, as well as the Declarant, of said Tract shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of, or to enforce the observance of the covenants, conditions and restrictions set forth above, at the time of violation. In no event shall such enforcing action be deemed to be a waiver of the right to do so thereafter.

9. BREACH SHALL NOT INVALIDATE LIEN

The breach of any of said covenants, conditions and restrictions by reason of such breach, shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to said lots or property, or any part thereof, but such covenants, conditions and restrictions shall remain at all times in full force and effect as against any owner of said property whose title thereto is acquired by foreclosure, trustee's sale or otherwise.

10. HOMEOWNER'S COMMITTEE

The owners of lots in AUTUMNWOOD SUBDIVISION may, by a vote of the majority of lot owners, organize a Homeowner's Association, which may, at its option, replace the Architectural Committee.

11. SEVERABILITY

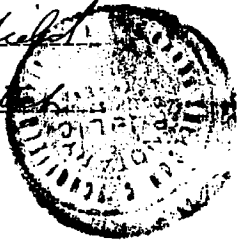
Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Signed Ronald Last
Ronald Last (owner of Lot #1)

STATE OF UTAH)
) ss
COUNTY OF UTAH)

On the 31st day of July, 1984, before me,
the undersigned, a Notary Public in and for said State,
personally appeared Ronald Last, and acknowledged to me that he
executed the within instrument.

Sheldon C. Schofield
Notary Public
Residing at Provo, Utah



My Commission Expires:
January 2, 1984

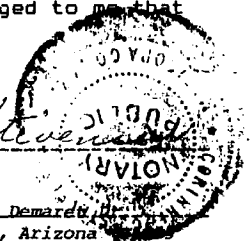
Signed Ross Farnsworth
Ross Farnsworth (Owner of Lot #2)

STATE OF Arizona)
 : SS
COUNTY OF Maricopa)

On the first day of August, 1984, before me, the undersigned, a Notary Public in and for said state, personally appeared Ross Farnsworth, and acknowledged to me that he executed the within instrument.

Cocaine C. Stevenson
Notary Public

Residing at 2317 Demaree
Mesa, Arizona



My Commission Expires:
Jan. 16, 1985

BOOK 2311 PAGE 26

Signed Terry Hoopes
Terry Hoopes (Owner of Lot #3)

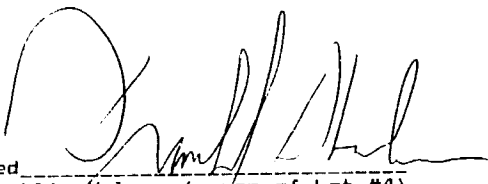
STATE OF California,
COUNTY OF Placer ; ss

On the Seventh day of August, 1984, before
me, the undersigned, a Notary Public in and for said state,
personally appeared Terry Hoopes, and acknowledged to me that he
executed the within instrument.

Gloria F. Cavenee
Notary Public
Residing at Auburn

My Commission Expires:
April 22, 1988




Signed _____
Franklin Hulme (owner of Lot #4)

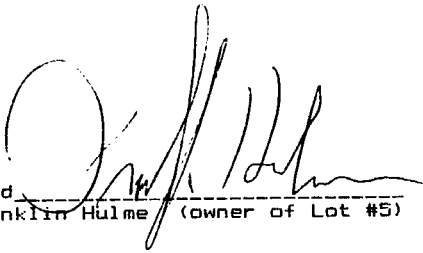
STATE OF Arizona)
COUNTY OF Maricopa) SS

On the 6th day of July, 1984, before me,
the undersigned, a Notary Public in and for said State,
personally appeared Franklin Hulme, and acknowledged to me that
he executed the within instrument.

OFFICIAL SEAL
KAREN S. BISHOP
Notary Public -- State of AZ
MARICOPA COUNTY Notary Public
My Comm. Expires Aug. 4, 1987

Karen S Bishop
Residing at Continental Bank

My Commission Expires:
August 4, 1987



Signed _____
Franklin Hulme (owner of Lot #5)

STATE OF Arizona)
COUNTY OF Maricopa : ss

On the 6th day of July, 1984, before me,
the undersigned, a Notary Public in and for said State,
personally appeared Franklin Hulme, and acknowledged to me that
he executed the within instrument.

OFFICIAL SEAL
KAREN S. BISHOP Karen S Bishop
Notary Public - State of AZ Notary Public
MARICOPA COUNTY
My Comm. Expires Aug. 4, 1987
Residing at Continental Bank

My Commission Expires:
August 4, 1987

Signed Thomas Whitaker
Thomas Whitaker (owner of Lot #6)

STATE OF Washington : ss
COUNTY OF King)

On the 17th day of July, 1984, before me,
the undersigned, a Notary Public in and for said State,
personally appeared Thomas Whitaker, and acknowledged to me that
he executed the within instrument.

Barbara Buryea
Notary Public
Residing at Bellevue

My Commission Expires:
May - 1985



BOOK 2314 PAGE 30

Frank L. Davis

Frank L. Davis
Owner of Lot #7

STATE OF UTAH)
 : ss
COUNTY OF UTAH)

On the 14th day of June 1984,
1984 before me, the undersigned, a Notary Public in and for said
State, personally appeared Frank Davis, and acknowledged to me
that he executed the within instrument.

Diana L. ...
Notary Public
Residing at Provo, Utah



My Commission Expires:
6/9/85

Frank L. Davis

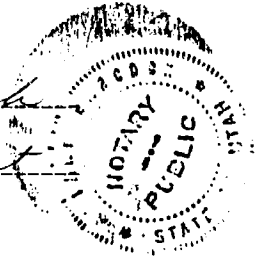
Frank L. Davis
Owner Lot #8

STATE OF UTAH)
 : ss
COUNTY OF UTAH)

On the 14th day of June 1984,
1984 before me, the undersigned, a Notary Public in and for said
State, personally appeared Frank Davis, and acknowledged to me
that he executed the within instrument.

Diane Saboch
Notary Public

Residing at Provo, UT



My Commission Expires:
6/19/85

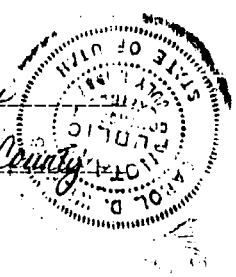
BOOK 2311 PAGE 32

Signed Jerry Anderson
Jerry Anderson (owner of Lot #9)

STATE OF UTAH)
): ss
COUNTY OF UTAH)

On the 22nd day of June, 1984, before me,
the undersigned, a Notary Public in and for said State,
personally appeared Jerry Anderson, and acknowledged to me that
he executed the within instrument.

Carol D. Drake
Notary Public
Residing at Davis County



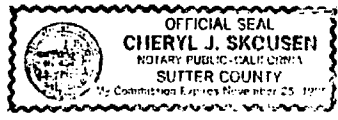
My Commission Expires:
July 1, 1987

BOOK 2314 PAGE 33

Signed Angus M. Skousen
Angus Skousen (Owner of Lot #11)

STATE OF California)
) ss
COUNTY OF Sutter)

On the 20th day of July, 1984, before me,
the undersigned, a Notary Public in and for said State,
personally appeared Angus Skousen, and acknowledged to me that
he executed the within instrument.



Cheryl J. Skousen
Notary Public
Residing at Sutter County

My Commission Expires:
November 25, 1986

BOOK 2314 PAGE 35

Signed *Neal Dastrup*
Neal Dastrup (Owner of Lot #12)

STATE OF UTAH)
 : SS
COUNTY OF UTAH)

On the 23rd day of July, 1985, before me,
the undersigned, a Notary Public in and for said State,
personally appeared Neal Dastrup, and acknowledged to me that
he executed the within instrument.

Edwin Peterson
Notary Public
Residing at *Prom, Utah*



My Commission Expires:
Sept. 4, 1987

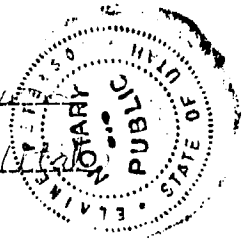
BOOK 2311 PAGE 36

Signed *M. Marten*
(owner of Lot #13)

STATE OF)
 : ss
COUNTY OF)

On the 3rd day of July, 1985, before me,
the undersigned, a Notary Public in and for said State,
personally appeared Neal Destrup, and acknowledged to me that he
executed the within instrument.

W. Peter
Notary Public
Residing at *Prora, Idaho*



My Commission Expires:
Feb 4, 1987

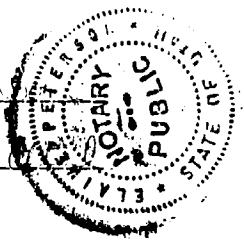
BOOK 2311 PAGE 37

Signed *Neal Dastrup*
Neal Dastrup (Owner of Lot #14)

STATE OF UTAH)
): 55
COUNTY OF UTAH)

On the 20th day of July, 1985, before me,
the undersigned, a Notary Public in and for said State,
personally appeared Neal Dastrup, and acknowledged to me that
he executed the within instrument.

William Peterson
Notary Public
Residing at *Provo*



My Commission Expires:
Dec 1 1987

BOOK 2311 PAGE 38

Signed Mark B. McOmber
Mark McOmber (Owner of Lot #15)

STATE OF UTAH)
 : ss
COUNTY OF UTAH)

On the 2nd day of July, 1984, before me,
the undersigned, a Notary Public in and for said State,
personally appeared Mark McOmber, and acknowledged to me that
he executed the within instrument.

Brenda Meertzen
Notary Public
Residing at Provo, UT



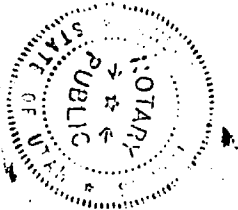
My Commission Expires:
3-12-88

BOOK 2311 PAGE 39

Signed Robert Hammond
Robert Hammond (Owner of Lot #16)

STATE OF UTAH)
 : SS
COUNTY OF UTAH)

On the 25th day of June, 1984, before me,
the undersigned, a Notary Public in and for said State,
personally appeared Robert Hammond, and acknowledged to me that
he executed the within instrument.



William A. [Signature]
Notary Public

Residing at Provo, Utah, Utah

My Commission Expires:
My Commission Expires March 1, 1987

BOOK 2311 PAGE 40

Signed Robert Hammond
Robert Hammond (Owner of Lot #17)

STATE OF UTAH)
 : ss
COUNTY OF UTAH)

On the 25th day of June, 1984, before me,
the undersigned, a Notary Public in and for said State,
personally appeared Robert Hammond, and acknowledged to me that
he executed the within instrument.

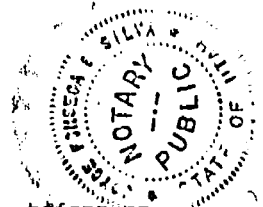


William Thomas
Notary Public
Residing at Provo, Utah, Utah

My Commission Expires:
My Commission Expires March 1, 1987

Signed Richard J. Padilla
Richard Padilla (Owner of Lot #18)

STATE OF UTAH)
) : ss
COUNTY OF UTAH)



On the 31st day of July, 1984, before me,
the undersigned, a Notary Public in and for said State,
personally appeared Richard Padilla, and acknowledged to me that
he executed the within instrument.

Joyce L. Sisco
Notary Public
Residing at Provo, UT

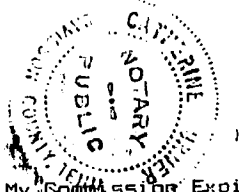
My Commission Expires:
9/12/87

BOOK 2311 PAGE 42

Signed Carol S. Abbott
Carol S. Abbott (Owner of Lot #19)

STATE OF Tennessee)
COUNTY OF Davidson) ss

On the 31st day of August, 1984, before me, the undersigned, a Notary Public in and for said state, personally appeared Carol S. Abbott, and acknowledged to me that she executed the within instrument.



Catherine Turner
Notary Public

Residing at Educator Credit Union
Nashville, TN

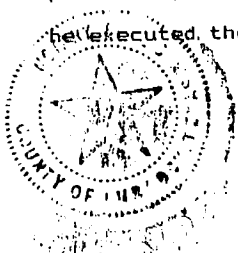
My Commission Expires:
10-20-85

BOOK 2311 PAGE 43

Signed Jeff Clark
Jeffery Clark (Owner of Lot #20)

STATE OF _____)
 : ss
COUNTY OF _____)

On the 6th day of July, 1984, before me,
the undersigned, a Notary Public in and for said State,
personally appeared Jeffery Clark, and acknowledged to me that
he executed the within instrument.



Kathleen M. Duncan
Notary Public
Residing at Lubbock TX

My Commission Expires:
7-21-87

BOOK 2311 PAGE 44

Signed *Harvey Cook*
Harvey Cook (Owner of Lot #21)

STATE OF Arizona)
COUNTY OF Maricopa) ss

On the 14th day of September, 1984, before me,
the undersigned, a Notary Public in and for said State,
personally appeared Harvey Cook, and acknowledged to me that
he executed the within instrument.



Karen J. Jones
Notary Public
Residing at 346 N. Hosick
Mesa, Arizona 85201

My Commission Expires:
8-29-88

BOOK 2311 PAGE 45

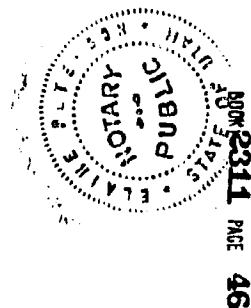
Signed *Ned Warner*
Ned Warner (Owner of Lot #22)

STATE OF UTAH)
 : 55
COUNTY OF UTAH)

On the 20th day of Aug, 1984, before me,
the undersigned, a Notary Public in and for said State,
personally appeared Ned Warner, and acknowledged to me that
he executed the within instrument.

Elaine Peterson
Notary Public
Residing at Provo, Utah

My Commission Expires:
Feb. 4, 1987



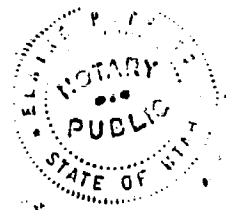
Signed Karl Thomas
Karl Thomas (Owner of Lot #23)

STATE OF UTAH)
 : SS
COUNTY OF UTAH)

On the 19TH day of JUNE, 1984, before me,
the undersigned, a Notary Public in and for said State,
personally appeared Karl Thomas, and acknowledged to me that
he executed the within instrument.

Elaine Peterson
Notary Public
Residing at Provo, Utah

My Commission Expires:
Feb 4, 1984



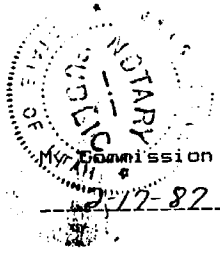
BOOK 2311 PAGE 47

Signed James Young
James Young -- (Owner of Lot # 24)

STATE OF UTAH)
 : ss
COUNTY OF UTAH)

On the 22nd day of July, 1985, before me,
the undersigned, a Notary Public in and for said State,
personally appeared James Young, and acknowledged to me that
he executed the within instrument.

Don Brown
Notary Public
Residing at Provo, Utah



Commission Expires:
2-17-87

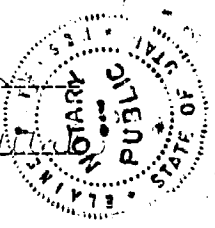
BOOK 2314 PAGE 48

Signed David Clark
David Clark (Owner of Lot #25)

STATE OF UTAH)
 : ss
COUNTY OF UTAH)

On the 17th day of July, 198 , before me,
the undersigned, a Notary Public in and for said State,
personally appeared David Clark, and acknowledged to me that
he executed the within instrument.

Elaine Peterson
Notary Public
Residing at Provo Utah



My Commission Expires:
Oct 4 1987

BOOK 2311 PAGE 49

Signed *James Robertson*
James Robertson (Owner of Lot #26)

STATE OF UTAH)
 : SS
COUNTY OF UTAH)

On the 15th day of June, 1984, before me,
the undersigned, a Notary Public in and for said State,
personally appeared James Robertson, and acknowledged to me that
he executed the within instrument.

Diana Roberson
Notary Public
Residing at *Leona, Utah*



My Commission Expires:
6/14/85

BOOK 2311 PAGE 50

Signed *James Robertson*
James Robertson (Owner of Lot #27)

STATE OF UTAH)
 : ss
COUNTY OF UTAH)

On the 15th day of June, 1984, before me,
the undersigned, a Notary Public in and for said State,
personally appeared James Robertson, and acknowledged to me that
he executed the within instrument.

Diana Babcock
Notary Public
Residing at *Provo, ut*



My Commission Expires:
6/9/85

BOOK 2311 PAGE 51

Signed *James Robertson*
James Robertson (Owner of Lot #28)

STATE OF UTAH)
): 55
COUNTY OF UTAH)

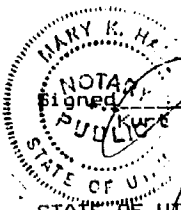
On the 15th day of June, 1984, before me,
the undersigned, a Notary Public in and for said State,
personally appeared James Robertson, and acknowledged to me that
he executed the within instrument.

Diane Babcock
Notary Public
Residing at *Provo, UT*



My Commission Expires:
6/15/85

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Kurt Bestor
Signed Kurt Bestor (Owner of Lot #29)

STATE OF UTAH)
 : ss
COUNTY OF UTAH)

On the 26 day of June, 1984, before me,
the undersigned, a Notary Public in and for said State,
personally appeared Kurt Bestor, and acknowledged to me that
he executed the within instrument.

Mary K. Hall
Notary Public
Residing at Forke Ut

My Commission Expires:
5/17/87

BOOK 2311 PAGE 53

Signed Mark Robie
Mark Robie (Owner of lot # 30)

STATE OF UTAH)
 : SS
COUNTY OF UTAH)

On the 26th day of June, 1984,
before me, the undersigned, a Notary Public in and for said
State, personally appeared Mark Robie, and acknowledged to me
that he executed the within instrument.

Catherine Daye Gentry
Notary Public
Residing at Drem, Utah

NOTARY PUBLIC
STATE OF UTAH
Commission Expires:
Jan. 4, 1988

EXHIBIT "A"

Legal Description

Lots 1 - 30, Plat "A", Autumn Wood Subdivision,
Provo, Utah County, Utah, according to the
official plat thereof on records in the Office of
the Utah County Recorder.

17733

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