

# 19831

## PROTECTIVE COVENANTS

### Part "A" Preamble

Spanish Fork, Utah, March 31, 1978, C. R. Mitchell and Del Roy H. Zobell, 279 North Main Street, Spanish Fork, Utah, have developed these covenants to run with the land known and platted as DEL-MITCH ESTATES, Plat "B", Orem, Utah County, State of Utah, situated in Section 13, Township 6 South, Range 2 East, Salt Lake Base and Meridian and each and every part thereof, which subdivision is described as follows, to wit:

Commencing at a point which is South 37.09 feet and East 330.70 feet from the West Quarter Corner of Section 13, Township 6 South, Range 2 East, Salt Lake Base and Meridian (Section line to South bears S 00 deg. 52' 12" E), thence as follows:

S 88 Deg. 26' 27" E 334.41 feet; thence  
S 88 Deg. 13' 21" E 106.39 feet; thence  
S 89 Deg. 13' 03" E 62.62 feet; thence  
S 00 Deg. 49' 00" E 376.27 feet; to the North boundary of Del-Mitch Estates, Plat "A", and running thence along said boundary;  
S 89 Deg. 11' 00" W 100.00 feet; thence  
N 60 Deg. 16' 22" W 58.06 feet; thence  
S 89 Deg. 11' 00" W 101.50 feet; thence  
N 00 Deg. 49' 00" W 14.47 feet; thence  
S 89 Deg. 11' 00" W 101.50 feet; thence  
N 82 Deg. 03' 19" W 50.59 feet; thence  
S 89 Deg. 11' 00" W 100.00 feet; thence leaving said boundary and running  
N 00 Deg. 49' 00" W 345.02 feet to the point of beginning. Containing 4.10 acres and 16 lots.

Basis of Bearing: Section line bears S 00 Deg. 52' 12" E between the West  $\frac{1}{4}$  Corner and the Southwest Corner of Section 13, T6S, R2E, SLB&M.

### Part "B" Area of Application

B-1. Fully Protected Residential Area. The residential area covenants in Part "C" in their entirety shall apply in Del-Mitch Estates, Orem, Utah, all lands as above described.

### Part "C" Residential Area Covenants.

C-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 a private garage or carport for not more than three cars.

C-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 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 minimum building setback line unless similarly approved. Approval shall be as provided in Part "D".

C-3. Dwelling Cost, Quality and Size. No dwelling shall be permitted on any lot at a cost of less than \$35,000.00, not including the lot, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant 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 ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 950 square feet.

C-4. Building Location.

- (a) No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 20 feet to any side street.
- (b) No building shall be located nearer than 8 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 60 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 20 feet to the rear lot line.
- (c) For the purposes 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 a building, on a lot to encroach upon another lot.

C-5. Lot area and Width. No dwelling shall be erected or placed on any lot having a width of less than 75 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 7500 square feet.

C-6. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five 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 and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through 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.

C-7. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done 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 in carports, unless in enclosed areas built and designed for such purpose. No automobiles, trailers, boats or other vehicles are to be stored on streets or front and side lots unless they are in running condition, properly licensed and are being regularly used.

C-8. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently.

C-9. No signs 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.

C-10. 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.

C-11. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that of 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 premises or on lease under handler's control.

C-12. 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 incinerators or other equipment for the storage of 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.

C-13. Water Supply. No individual water-supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with requirements, standards and recommendations of State Health Authority (state or local public health authority). Approval of such system as installed shall be obtained from such authority.

C-14. Sewage Disposal. No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of State Health Authority (state or local public health authority). Approval of such system as installed shall be obtained from such authority.

C-15. Landscaping. Trees, lawns, shrubs or other plantings provided by the developer shall be properly nurtured and maintained or replaced at the property owner's expense upon request of the Architectural Control Committee.

C-16. Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations 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 the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a 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.

Part "D" Architectural Control Committee

D-1. Membership. The Architectural Control Committee is composed of C. R. Mitchell and Margaret Mitchell, 279 North Main, Spanish Fork, Utah, and Del Roy H. Zobell and Helen Zobell, 275 North 500 West, Provo, Utah. A majority of 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 shall have full authority to designate a successor. Neither the members of the committee, nor its designated representatives 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 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.

D-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 "E" General Provisions

E-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 which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

E-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.

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

Del Roy H. Zobell  
DEL ROY H. ZOBELL

C. R. Mitchell  
C. R. MITCHELL

STATE OF UTAH )  
                  )  
COUNTY OF UTAH )

On the 31st day of March, A.D. 1978 personally appeared before me C. R. MITCHELL and DEL ROY H. ZOBELL who being by me duly sworn did say, each for himself, that he, the said C. R. MITCHELL and DEL ROY H. ZOBELL duly acknowledged to me that they executed the same.



Rex C. Galloway  
NOTARY PUBLIC

My residence is Spanish Fork, Utah

19831

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NINA B. FEED  
UTAH COUNTY CLERK  
DEPUTY  
PR. 485 1100  
P. \_\_\_\_\_ S. \_\_\_\_\_ T. \_\_\_\_\_ R. \_\_\_\_\_

*Del Roy H. Zobell*  
*279 S. 2000*  
*Spanish Fork*  
*Utah*