

20892

PROTECTIVE COVENANTS

Conditions, Covenants, Restrictions, and Easements Affecting Property of North Meadows, Inc., by T. Darrell Bushnell, President, and Richard B. Gumaelius, Secretary, hereinafter called the Declarants,

WITNESSETH:

This Declaration is made this 19th day of May 1978, by the Declarants as follows:

Whereas, Declarants are the owners of the real property described in Clause I of this Declaration, and are desirous of subjecting the real property described in said Clause I to the restrictions, covenants, reservations, easements, liens and charges hereinafter set forth, each and every parcel thereof, and shall apply to and bind the successors in interest, and any owner thereof;

Now, Therefore, it is hereby declared that the real property described in and referred to in Clause I hereof is, and shall be, held, transferred, sold and conveyed subject to the conditions, restrictions, covenants, reservations easements, liens and charges hereinafter set forth.

DEFINITION OF TERMS

Building Site shall mean any unit of land as shown on that certain map known as "NORTH MEADOWS ESTATES" recorded in the County Recorder's Office of Utah County, Utah or future modifications of the same.

Corporation shall refer to the "NORTH MEADOWS, INC." of the subdivision covered by these Covenants or any extension thereof as herein provided.

CLAUSE I

Property Subject to This Declaration

The real property which is, and shall be, held and shall be conveyed, transferred and sold subject to the conditions, restrictions, covenants, reservations, easements, liens and charges with respect to the various

BOOK 1654 PAGE 300

portions thereof set forth in the various clauses and subdivisions of this Declaration is located in the County of Utah, State of Utah, and is more particularly described as follows, to-wit:

Commencing at a point on the West line of 4000 West Utah County Road, which point is South 1496.672 feet and West 32.190 feet from the East quarter corner of Section 6, T5S, R2E, Salt Lake Base & Meridian; Thence as follows: South $00^{\circ} 01' 52''$ East 157.943 along the West line of said street; thence North $73^{\circ} 38' 03''$ West 435.684; thence South $88^{\circ} 31' 42''$ West 207.994; thence South $89^{\circ} 29' 19''$ West 382.574. Continuing along said fence line, South $89^{\circ} 02' 33''$ West 93.183; Continuing along said fence line, North $00^{\circ} 18' 49''$ East 785.365; thence North $89^{\circ} 45' 59''$ East 271.807; thence North $00^{\circ} 14' 01''$ West 230.000; thence South $89^{\circ} 45' 59''$ West 45.884; thence North $01^{\circ} 36' 55''$ East 130.442; thence South $89^{\circ} 28' 48''$ West 19.998 to a fence line.

North $01^{\circ} 36' 55''$ East 206.039 along said fence line, North $89^{\circ} 28' 48''$ East 251.689; thence South $00^{\circ} 14' 01''$ East 773.316, to a fence line, North $89^{\circ} 59' 43''$ East 627.706 along said fence line, to said street line, South $00^{\circ} 01' 52''$ East 535.972 along said street line, to the point of beginning. Area = 20.279 Acres.

Commencing at a point on the North line of the SE quarter, which point is South $89^{\circ} 28' 48''$ West along said quarter section line 1231.294 feet from the East quarter corner of section 6, T5S, R2E, Salt Lake Base & Meridian; thence as follows: South $00^{\circ} 13' 32''$ West 387.000; thence North $89^{\circ} 28' 48''$ East 99.700; thence South $00^{\circ} 13' 32''$ West 144.007; thence South $85^{\circ} 43' 22''$ West 118.075 to a curve concave Northwesterly having a radius of 500.000, Southwesterly 65.321 around the periphery of said curve, to a curve concave Easterly having a radius of 272.000, Southwesterly 77.463 around the periphery of said curve, thence South $89^{\circ} 30' 05''$ East 163.929; thence South $00^{\circ} 18' 49''$ West 854.191 to a fence line, South $89^{\circ} 02' 33''$ West 108.051 along said fence line, to a fence line South $00^{\circ} 06' 40''$ West 446.845 along said fence line, to a fence line North $62^{\circ} 36' 59''$ West 424.112; thence North $59^{\circ} 49' 54''$ West 638.502; thence North $40^{\circ} 42' 34''$ West 160.601 to a fence line, North $89^{\circ} 04' 18''$ East 777.363 along said fence line, to a fence line North $00^{\circ} 18' 49''$ East 1326.679 along said fence line, to the North line of the SE quarter of said section 6, North $89^{\circ} 28' 48''$ East 260.290 along said quarter section line, to the point of beginning. Area = 18.829 Acres.

The declarants may, from time to time, subject additional real property to the conditions, restrictions, covenants, reservations, liens and charges herein set forth by appropriate reference hereto.

CLAUSE II

General Purposes of Conditions

The real property described in Clause I hereof is subjected to the conditions, restrictions, reservations, liens and charges hereby declared to insure the best use and the most appropriate development and improvement of each building site thereof; to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvement of building sites; to secure and maintain proper setbacks from street, and adequate free spaces between structures; and in general provide adequately for a high type and quality of improvement in said property, and thereby to enhance the values of investments made by purchasers of building sites therein.

A. All building sites in the dwelling group shall be known and described as residential building sites. No structures shall be erected, altered, placed, or permitted to remain on any building site other than one detached single family dwelling; a private garage for not more than three (3) cars, and other outbuildings incidental to use of the premises. It is understood that guest facility, barns, storage sheds, tack rooms, and other types of rural buildings except outhouses may be constructed on the property so long as they are in conformity with a harmonious development of the properties and receive approval of the architectural and landscape committee.

B. No building shall be erected, placed, or altered on any premises in said development until the building plans, specifications and plot plan showing the location of such building have been approved in writing as to

conformity and harmony of external design, building material, color, etc., with existing structures in the development, and as to location of the building with respect to topography and finished ground elevation, by an architectural committee composed of T. Darrell Bushnell, Parley M. Neeley and Barbara Kemp, or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member or members, shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority, until the vacancy on said committee shall be filled by selection of additional members or member from the owners in the "North Meadows Estates Subdivision". In the event said committee, or its designated representative, fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it, such approval will not be required and this Covenant will be deemed to have been fully complied with. Neither the members of such committee, nor the designated representative shall be entitled to any compensation for services performed pursuant to this Covenant.

C. No building shall be located on any building site less than 30 feet from the front lot line for all sites covered by these Covenants, nor less than 24 feet combined from sides of lot. No residence shall be so located as to reduce the rear yard of the plot on which it is located to less than 20 feet.

D. No noxious or offensive trade or activity shall be carried on upon any building site nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood and no residence shall be used for purposes of trades, offices, or commercial uses without prior written consent and approval of the landscape and architectural committee.

E. No trailer, basement, tent, shack, garage, barn, or other out building shall at any time be used for human habitation, except guest facility, temporarily or permanently, nor shall any structure of a temporary character

be used for human habitation. Any trailer house, detached camper units, boats, mobil homes, etc., shall be maintained or stored only in side or rear yards or in enclosure areas. No open storage of building materials on the property, except during the course of construction shall be permitted on any unit of land nor shall unusable or junk cars or other unsightly items be maintained or stored on any units of land. Each owner shall be required to reasonably, necessarily and adequately maintain his property to keep it in a reasonable state of appearance and preservation.

F. No main residential structure shall be permitted on any building site covered by these covenants, the habitable enclosed main floor area of which is less than 1150 square feet and costing the approximate sum of \$40,000 on the basis of building costs during the year 1978. No structure shall be built upon any unit of land with a height exceeding two stories above the existing ground elevations. If a garage is built underneath the house and is exposed, this shall be constructed as one story. Provided, however, any of the foregoing requirements of this paragraph may be modified by unanimous approval of the landscape and architectural committee.

G. Domestic and farm animals may be maintained by the property owners in conformance with the Utah County Zoning Ordinance. However, commercial raising of farm animals or other type animals and pets will not be permitted. Normal pets may be maintained by the property owners.

H. All residential structures shall have modern bath and sewage facilities. There shall be no out buildings used for toilet and sewage facilities. Sewer connections may be made when sewer facilities are available.

I. Any property owner who has or uses irrigation water is fully responsible and liable for its use and control.

J. It is understood and agreed that North Meadows, Inc., shall have a 6 foot wide easement on both sides of all existing building sites. All such utilities are to be installed underground.

K. It is understood and agreed that all developments of the property shall be in compliance with these Protective Covenants as well as any city, state, county, federal or other governmental restrictions or requirements.

L. These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until May 19, 1988, at which time said Covenants shall be automatically extended for successive period of 10 years unless by vote of the then owners of the land covered by these Covenants it is agreed to change said Covenants in whole or in part. Said voting shall be based on eligible votes established in Clause III.

If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the Covenants herein, it shall be lawful for any other person or persons owning any real property situated in said dwelling group, or the North Meadows, Inc., as provided in Section I, to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such Covenants, and either to prevent him or them from so doing or to recover damages, attorney's fees, costs of court or other dues for such violation.

M. Invalidation of any one of these Covenants or any part thereof by judgements or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

CLAUSE III

Amendments

These Protective Covenants may be amended at any time by a vote of 51% of the number of votes permissible which will be calculated on the basis of one vote per lot for each unit of land covered by the Protective Covenants.

Dated and signed this day and year first above written.

Adrian H. Robinson
Adrian H. Robinson
Ernest P. Thompson
Demora S. Thayer
James D. Young
Lawrence S. Young

NORTH MEADOWS, INC.

By *James D. Young*
President

By *Richard H. Young*
Secretary

BOOK 1650 PAGE 505

