

VALLEY TITLE

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VALLEY TITLE CO.

BOOK PAGE

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UTAH COUNTY REC'D
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RETURN TO:

Bernard and Spengler
673 W 550 S
Orem, Utah 84057

23667

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS
APPLYING TO
PLATS "A" & "B" OF THE
BRETON WOODS SUBDIVISION
OREM, UTAH

1. DEDICATION

The undersigned, Bernard and Spengler, the owner, caused to be surveyed and platted the lands hereinafter described and has caused the same to be subdivided into lots, streets, avenues, drives, and public ways, and herewith makes the following declaration of protective covenants and restrictions which shall apply and run with all of the lots of the Breton Woods Subdivision.

2. DESCRIPTION

The real property which is, and shall be held, transferred, sold, conveyed, and occupied, subject to this declaration is as follows:

Lots 1 to 37, inclusive Plat "A", Breton Woods Subdivision and Lots 1 to 39 inclusive Plat "B", Breton Woods Subdivision, City of Orem, State of Utah, according to official plats thereof on file in the office of the County Recorder, Utah County, Utah.

3. USE OF LAND

- a. Zoning: All lots in said Tract shall be used, improved and occupied in accordance with the City of Orem R1-A 8,000 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 one, single, detached building with a minimum square footage of 1700 square feet of living area (excluding garages, basements, porches and steps) not to exceed two stories in height and a private garage for not less than two cars.
- b. Building Setbacks: No residences on the lots in said Tract shall be nearer than 30 feet to the front property line, or 10 feet to any side property line, or 30 feet to the rear property line, except corner lots where one of the front yards may be reduced to 20 feet and the rear yard may be reduced to 10 feet. For unusual lot property line configurations where exceptions may be warranted, the requirements of the City of Orem shall prevail.
- c. 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.
- d. 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.

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e. Parking & Storage: No inoperative automobile shall be 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. Sufficient side yard gate access has been provided on most lots to permit ingress, egress and storage for trailers and recreation type vehicles on the side and rear yards of such lots. 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.

f. 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.

g. 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.

h. 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.

i. 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.

j. Signs & 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 2 x 3 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.

k. 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.

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b. The "streetscape" landscaping of contour of terrain, trees, shrubs, grass, fencing, etc. provided in the development shall not be altered or removed until the plans and specifications for such a change have been approved by the Architectural Committee.

c. The "streetscape" landscaping established in the development shall be maintained at all times by each lot owner in a clean, safe and attractive condition. Notice may be served by the Architectural Committee if these conditions are not held.

5. ARCHITECTURAL COMMITTEE

a. The Architectural Committee is composed of R. E. Bernard, D.H. Spengler and F. J. Clark, located at 673 W 550 S Orem, Utah. 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.

6. CITY/COUNTY AUTHORITY

The City of Orem 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 May 31, 2009 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.

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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. 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.

IN WITNESS WHEREOF, we the undersigned, hereby execute and acknowledge the foregoing this first day of June, 1979.

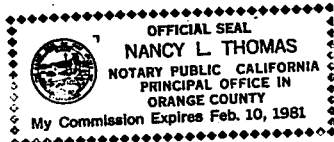
BERNARD & SPENGLER, a California corporation

By Ralph E. Bernard
Ralph E. Bernard, President

By Donald H. Spengler
Donald H. Spengler, Secretary

STATE OF CALIFORNIA }
 COUNTY OF Orange } ss.
 On June 1, 1979, before me, the undersigned, a Notary Public in and for said State, personally appeared Ralph E. Bernard known to me to be the President, and Donald H. Spengler known to me to be the Secretary of the corporation that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.
 Signature Nancy L. Thomas
 Nancy L. Thomas 23667
 Name (Typed or Printed)



Form 3002--(Corporation) First American Title Company