

-TO-
WHOM IT MAY CONCERN

DECLARATION OF PROTECTIVE
COVENANTS, AGREEMENTS,
RESTRICTIONS AND CONDITIONS
AFFECTING THE REAL PROPERTY
KNOWN AS PHILLIPS SUBDIVISION
PLAT A .

Entry No.
Recorded
Book
Dated

PART A. PREAMBLE

WHEREAS, the undersigned is the legal and beneficial owner of a certain tract of land situated in the Town of Orem, Utah County, State of Utah, described as PHILLIPS SUBDIVISION, PLAT A.

WHEREAS, the undersigned is about to sell the property described heretofore, which it desires to subject, pursuant to a general plan of improvement, to certain restrictions, conditions, covenants and agreements between itself and the several purchasers of said property and between the several purchasers of said property themselves as hereinafter set forth:

NOW THEREFORE, the undersigned declares that the property described heretofore, is held and shall be sold, conveyed, leased, occupied, resided upon, hypothecated and held subject to the following restrictions, conditions, covenants and agreements between itself and the several owners and purchasers of said property as between themselves and their heirs, successors and assigns:

PART B. AREA OF APPLICATION

B-1. FULLY-PROTECTED RESIDENTIAL AREA. The Residential Area Covenants in Part C in their entirety shall apply to Lots 1-8, Phillips Subdivision, Plat A.

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 for not less than two cars, but not more than three cars.

C-2. ARCHITECTURAL CONTROL. No building shall be erected, placed or altered on any Lot until construction plans, specifications, and a plot plan showing the location of the structure and a drainage plan 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, finish elevations and flood control. A landscape plan must also be submitted for approval.

All plans and specifications submitted for approval must include a front yard light and at least one tree to be installed at the time the house is built. The locations, type and model of the yard light and the location, species and caliber of the tree are to be determined and approved by the Architectural Control Committee. 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 QUALITY AND SIZE. It is the intention and purpose of these covenants to assure that all dwellings shall be of a quality of workmanship and materials complimentary to each other, unless otherwise approved by the Architectural Control Committee. On Lots 1-8, the ground floor area of the main structure, exclusive of open porches and garages, shall be not less than 1,600 square feet unless otherwise approved by the Architectural Control Committee.

C-4. CONSTRUCTION TIME. Construction of the home shall not be permitted to remain incomplete for a period in excess of 1 year from the date the building was started, unless approved by the Architectural Control Committee.

C-5. BUILDING LOCATION.

(a) No building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 30 feet to any side street line, except where approved by the appropriate authority.

(b) No building shall be located nearer than 10 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 50 feet or more from the building setback line. No accessory or buildings shall be located to encroach upon another lot.

(c) For purposes of this covenant, eaves, steps, and open porches shall not be considered as 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-6. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 85 feet at the minimum building setback line, nor shall any dwelling be erected

or placed on any lot having an area of less than 9,000 square feet, except that a dwelling may be erected or placed on all lots as shown on the recorded plat provided that front, side and rear setbacks required above are complied with.

C-7. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain 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-8. NUISANCES. 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.

C-9. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

C-10. PRIVATE RESIDENCE: MOVING OF STRUCTURES. Said premises shall be used for private residence purposes only, except as hereinafter set forth and no structure of any kind shall be moved from any other prior residence upon said premises.

C-11. SIGNS. 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 sales period.

C-12. 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-13. PETS, ANIMALS ETC. No animals other than a reasonable, usual number of household pets shall be kept on any of said lots. All pets kept outside must be restrained in a humane manner, Kennels, runs and leash areas must be kept clean and sanitary and may not be located less than 60 feet from any neighboring dwelling. Animals for commercial purposes are not to be allowed.

C-14. 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 or disposal of such materials shall be kept in a clean and sanitary condition.

C-15. PARKING TRUCKS, BOATS, ETC. No automobiles, trucks, campers, trailers, boats, equipment, recreational vehicles, motor homes, etc. shall be parked or stored on a public street or right-of-way for more than 24 consecutive hours. None of the above may be kept on the premises unless garages, sheds, parking stalls, etc. are provided. No parking or storing facilities may be located nearer than 20 feet to the front property line and must conform to all building ordinances and the other provisions of these protective covenants.

C-16. MAINTAIN PROPERTY. All lots (improved or unimproved) must be kept free of rubbish, weeds, etc. and must be maintained in such a manner as to not detract from the neighborhood. Sidewalks curbs and gutters must be kept clean, unobstructed and in good repair.

PART D. ARCHITECTURAL CONTROL COMMITTEE

D-1. MEMBERSHIP. The Architectural Control Committee is composed of J. Murray Rawson, 664 South 500 East, Orem, Utah; Richard G. Rawson, 1076 East 680 North, Orem, Utah; Garn Phillips, 425 East 1200 North, Orem, 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 representative shall be entitled to any compensation for service performed pursuant to this covenant. After February 15, 1979, the then record owners of a majority of the lots shall have the 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. Plans and specifications submitted must be accompanied by a written request for approval. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representatives, fail to approve or disapprove within 30 days after plans and specifications have been submitted to it, 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 said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a 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 judgement or court shall in no wise affect any of the other provisions which shall remain in full force and effect.

PHILLIPS SUBDIVISION, PLAT A
CONTROL COMMITTEE

J. Murray Rawson

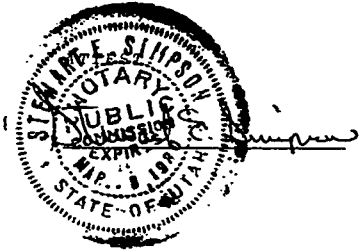
J. Murray Rawson

Richard G. Rawson

Richard G. Rawson

Garn Phillips

Garn Phillips



Garn Phillips

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COUNTY OF KANE
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