

RESTRICTIVE COVENANTS

ENT 32219 BK 3683 PG 36
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
1995 MAY 23 11:15 AM FEE 46.00 BY JD
RECORDED FOR AFFILIATED TITLE COMPANY IN

CHERAPPLE FARMS SUBDIVISION, PLAT "I"

We the undersigned, owners in fee of the following described real property, to wit: Lots 1 through 17, inclusive, Cherapple Farms Subdivision, Plat "I", do hereby make the following declarations as to limitations, restrictions and uses to which the lots and/or tracts constituting the said addition, may be put, hereby specifying that the said declaration shall constitute covenants to run with all of the land as provided by law and shall be binding upon all of the parties and all persons claiming under them, and for the benefit of and limitations upon all future owners in said addition, the declaration of restrictions being designated for the purpose of keeping the said subdivision desirable, uniform, and suitable in architectural and landscape design and use as herein specified.

AREA OF APPLICATION

Full-protected residential area. The residential area covenants in their entirety shall apply to all property listed in the above described property & also described in the attached exhibit A.

RESIDENTIAL AREA COVENANTS

1. Land use and building type. No lot shall be used except for the residential purpose. No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) family dwelling not to exceed two (2) stories in height and private garage for not less than two vehicles. Exterior of dwelling to be constructed of stone, stucco or brick, unless otherwise approved in writing by the Architectural Committee. Each finished dwelling of rambler style must have a minimum square footage of 1800 square feet of living area. Two story styles must have a minimum of 1400 square feet of living area on the main floor and a minimum of 1000 square feet on the second level. Square footage of either style is excluding garages, porches, verandas, carports, patios, basements, porches and steps. Any square footage with any portion thereof beneath the top grade of the foundations will not qualify to offset the minimum square footage requirement. Any deviations from this requirement must be approved in writing by the Architectural and Landscape Committee. Housing construction costs must be a minimum of \$150,000.00, excluding

lot, loan costs, and closing costs, in an attempt to more effectively enforce square footage.

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2. No tank for storage of fuel may be maintained above the surface of the ground without the written consent of the Architectural and Landscape Committee.

3. Building location. 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 set back lines as required by Orem City. In any event no habitable building shall be located on any lot nearer than 25 feet to the front lot lines, nor nearer than 20 feet to any side street, unless otherwise approved by the Architectural Committee and Orem City.

No building shall be located nearer than 10 feet to an interior lot line, except not less than a one foot side yard shall be required for a garage or other permitted accessory buildings located not less than 40 feet from the minimum building setback line, and provided that said garage or accessory building is separate (without attachments of any kind whatsoever) from the main structure by not less than 10 feet. No dwelling shall be located on an interior lot nearer 20 feet to the rear lot line. For the purpose of this covenant, eaves, steps, chimneys and open porches shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any portion of a building, or a lot to encroach upon another lot.

4. No building material of any kind or character shall be placed or stored upon any lot until the owner thereof is ready to commence improvements and then the material shall be placed within the property lines of the plot upon which the improvements are to be erected, and shall not be placed in the streets or between the curb and the property line.

5. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. All power and telephone lines must be run underground.

6. Keeping of animals other than those ordinarily kept as family pets shall be forbidden, unless the written permission of 2/3 of the subdivision owners is obtained for the exception. Said exception must also be in accordance with city zoning requirements.

7. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

8. No signs, billboards, nor advertising structures may be erected or displayed on any lots hereinbefore described or parts or portions thereof, except that a single sign, not more the 3 X 5 in size advertising a specific unit for sale or house for rent or construction sign, may be displayed on the premises affected. The other exception will be signs that are deem necessary by the original owner/developer of the subdivision, and all such signs much be removed at such time that all the lots in the subdivision are sold.

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9. No satellite dishes or antennas shall be placed in set back easements of said side yards and are to be obscured from public view.

10. No trash, ashes, nor any other refuse may be dumped, or thrown, or otherwise disposed of, on any lot hereinbefore described or any part or portion thereof. All homes must subscribe to city garbage disposal service, or an incinerator must be provided.

11. Temporary structures. No structure of a temporary character, trailer basement, tent, shack, garages, barn, or other out buildings shall be used on any lot at any time as a residence, either temporary or permanently.

12. Any detached accessory building erected on the lots shall conform in design and materials with the primary residential home on the lot. Except if approved otherwise in writing by the Architectural and Landscape Committee, and with the guidelines found in paragraph 3.

13. Fencing. No fence, wall, hedge, or other dividing structure higher than 3 ½ feet shall be permitted within the front yard setback. No dividing structure on any other portion of the lot shall be over 6 feet in height. All fences must be approved in writing by the Architectural and Landscape Committee before installation.

14. Parking and 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 side yard 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 bed, 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 should be planned and provided for in the design of the home, to permit ingress,

egress and storage of trailers and recreational type vehicles on the side and rear yards. 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.

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15. **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.

16. **All lots will incorporate the following entities as part of their landscape and home design:**

- A. **Drainage plan.** This will include contractors acknowledgment and provisions on how each lot owner will retain any and all surface drainage water during construction and occupancy.
- B. **Fenced rear and side yards.**
- C. **Carriage lights behind sidewalk on front entrance to drive approach.**
- D. **Any asphalt or fiberglass shingles shall be of architectural grade or better.**
- E. **Dehydration cooling system shall be placed behind the roof line of any home so as not to cause any dominant visual obstructions.**

Upon completion of landscaping, fencing and installation of carriage lights, as outlined in paragraph 17, \$1,000.00 of escrowed monies will be refunded to lot owner, with the following exception. (\$1,000.00 will be escrowed at each lot closing.) **If lot owner fails to retain surface drainage or to keep sidewalks and street free and clear of all material as per city code,** Architectural Control Committee retains the right to do the following:

First. Notify lot owner of said infraction, with a request to correct the problem within 24 hours.

Second. After owner has been notified to correct the problem, and has failed to do so, then the Architectural Control Committee reserves the right to hire someone to clean up, contain or correct said drainage problems. These expenses to be deduct from the \$1,000.00 escrowed monies.

17. All front yard landscaping, front fencing (from side of house to side lot lines so as any rear yard will not be visible), and front yard carriage lights must be installed and operative within first growing season after such date that occupancy permit is granted to each individual dwelling. Growing season will be considered to commence on April 1, and run through October 31. If a building permit is issued during the growing season; compliance with this restriction is required by the end of the current growing season, unless the permit is issued after September 1 of that growing season. Note: Architectural Control Committee will determine compliance and provide an example of a carriage light.

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NEW BUILDING AND PROCEDURE

To maintain a degree of protection to the investment which homeowners in this area may make, homes of superior design are requisite. Designs shall be limited to those prepared by architects or by qualified residential designers of outstanding ability whose previous work may be reviewed as a part of the approval process.

PRELIMINARY DRAWINGS

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Shall include as minimum the following:

1. Plot Plan to scale of entire site with buildings located and elevation of floors shown above or below a designated point on the street.
2. Floor plans of each floor level to scale.
3. Elevations to scale of all sides of the house.
4. One major section through house.
5. A perspective (optional).
6. Specifications of all outside materials to be used on the exterior of the residence.

WORKING DRAWINGS - To be filed for approval and accepted before construction is begun.

Shall include as minimum the following:

1. Plot Plans to scale showing the entire site, building, garages, walks, drives, fences, carriage lights, retaining walls, with elevations of the existing and finished grades and contours including those at the outside corners of the buildings and at adjacent property lines and street fronts, and elevations of floors from a designated point on the street.
2. Detailed floor plans.
3. Detailed elevations, indicating all materials and showing existing and finished grades.
4. Detailed sections, cross and longitudinal.
5. Details of cornices, porches, windows, doors, garages, garden walls, steps, patios, fences, carriage lights, etc. Specifications shall give complete descriptions of materials to be used. Supplement those with a notation of the colors of all materials to be used on the exterior of the residence.

Except for the initial Committee which consists of the Owner/Developer of record and his assigns, the Architectural and Landscape Committee shall consist of five members, the majority of which shall constitute a quorum and the concurrence of the majority shall be necessary to carry out the provisions applicable to this committee. In the event of death or resignation of any of the members, the surviving members of the Committee shall have full authority to appoint another person to fill the said vacancy. Except for the initial members appointed to the Committee, all members of the Committee must be residents of the subdivision at the time of their appointment. Should any member move his residence outside of the subdivision he shall be disqualified to serve and the Committee shall declare a vacancy. At such time that all lots owned by the initial Owner/Developer are sold, the aforementioned Owner/Developer will appoint five property owners in the subdivision to stand as the Architectural and Landscape Committee.

It is understood that the Architectural and Landscape Committee members shall serve without pay, and are to give of their time as a public service to the community. Therefore, any liability incurred due to an oversight or implied mistake that might arise due to the action of the Committee or any of its members while carrying out the functions of the Committee will be exempt from any civil claims brought by the signatories of these covenants. Therefore, such Committee members will be held harmless to any such action and exempt from any civil recourse either intended or implied to any of the Committee members while serving in the capacity of the Committee, or for the judgments that they may render during the course of their service.

COMMITTEE PROCEDURE

Any three members in agreement shall constitute the Committee to act on Committee business, and these three shall affix their signature to any plans or correspondence describing that upon which they have taken action. On occasion when a member of the Committee shall be in opposition, a majority of two shall govern, except on initial Committee which requires the signature and action on only the initial Owner/Developer. The Committee can accept or reject:

1. Preliminary Plans of proposed residences (as defined herein).
2. Final Plans of proposed residences (as defined herein).
3. Planning problems or complaints by property owners.

That Committee shall act within seven days on any of the above, and place its action in writing to be held as a permanent record, with copies to parties concerned and on file.

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The final plans shall be delivered to the Committee, which shall accept or reject them within seven days, and so notify the owner in writing. Within seven days of submittal of complete written plans as previously outline in preliminary and working drawings.

An owner whose plans are rejected shall meet with the Committee at the Committee's invitation where he shall be informed of the nature of the cause of the action so that he can take the steps necessary toward obtaining approval of his plans.

Finally, the Committee has the authority to judge buildings, materials, fences, planting, etc., on whatever basis available to it with the aim of preserving what it feels are the best interests of the property owners represented. These shall include, but not be limited to aesthetics, reasonable protection of views, permanence of materials, etc. All decisions of the Committee shall be final.

In the event said Committee, or lots designated representatives, fails to approve or disapprove such design and location within 30 days after such plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior the completion thereof, such approval will not be required and this covenant will be deemed to have been complied with, provided the said structure shall conform to and be in harmony with existing structures in the tract and with the other provisions herein contained.

GENERAL PROVISIONS

The said covenants, conditions, restrictions and reservations shall be perpetual and shall apply to and be forever binding upon the grantees, successors, executors, administrators and assigns, and are imposed upon the land as an obligation and charge against the same for the benefit of the grantors herein named, its successors and assigns as a general plan for the benefit of the said tract, however, the said covenants can be terminated or amended by agreement in writing signed by two-thirds of the property owners in the said tract.

ENFORCEMENT

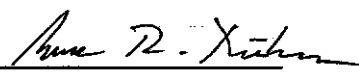
In the event of violation of any of these covenants, the Architectural and Landscape Committee is authorized and empowered to take such action as may be necessary to enforce or enjoin the violators of these covenants, it being understood and agreed by all of the signatories hereto that the costs including attorney's fees of such enforcement shall be borne by property owners proportionately to the frontage each owns on any street in the subdivision. It being also understood and agreed by all of the signatories hereto, that if such aforementioned signatories violate the provisions of these covenants, and are proven at fault; they agree to pay the reasonable costs and attorney' fees necessary to enforce the provisions of these covenants and restrictions. If such debt remains unpaid 90 days beyond the date notice is tendered to the violator, a lien shall be recorded against the lot where the violation has be perpetuated.

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, the undersigned, Cherapple Farms L.C., Inc., has executed the instrument the day of 19

Cherapple Farms L.C.



By: Bruce R. Dickerson

General Manager

STATE OF UTAH

County of }

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On the 22nd day of May 1995, personally appeared before me Bruce R. Dickerson, who being by me duly sworn did say the he, Bruce R. Dickerson, is the General Manager of said Cherapple Farms L.C., that executed the within instrument and did acknowledge to me that the said corporation executed the same.

Janie Morley
NOTARY PUBLIC

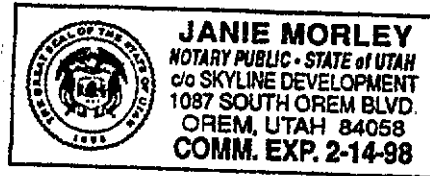
My Commission Expires:
2-14-98

Residing In: *Orem, UT*



FIRST SECURITY BANK

BY: *[Signature]*



STATE OF UTAH)

ss.

COUNTY OF UTAH *Salt Lake*

One the 22nd day of *May*, 1995, personally appeared before me Frank V. Leitson, who being by me duly sworn did say that he is the Vice President of FIRST SECURITY BANK OF UTAH, N.A., and that the within instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said Frank V. Leitson acknowledge to me that said corporation executed the same.

Anna Staten
NOTARY PUBLIC

Commission Expires:

Residing At:

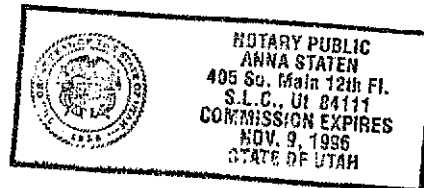


EXHIBIT "A"

PLAT "I" DESCRIPTION

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Commencing at a point located North 01 deg 00'36" West along the Section line 1300.18 feet and West 178.07 feet from the East one quarter corner of Section 2, Township 6 South, Range 2 East Salt Lake Base and meridian; thence North 84 deg 06' 08" West 56.96 feet; thence North 13 deg 26' 29" West 18.54 feet; thence North 46 deg 18' 41" West 148.28 feet ; thence North 60 deg 54' 42" West 93.00 feet; thence North 39 deg 03' 03" East 33.04 feet; thence North 48 deg 14' 96" West 357.67 feet; thence North 24 deg 34' 51" East 64.38 feet; thence North 32 deg 47' 12" East 54.72 feet; thence North 00 deg 00' 00" East 110.00 feet; thence South 89 deg 59' 59" East 632.49 feet; thence along arc of a 500.00 foot radius curve to the right 317.46 (chord bears South 18 deg 14' 56" East 312.15 feet); thence South 00 deg 03' 36" East 53.35 feet; thence South 89 deg 45' 24" West 156.51 feet; thence South 05 deg 19' 18" West 109.18 feet; thence South 63 deg 24' 10" West 90.37 feet; thence South 16 deg 12' 35" West 157.07 feet to the point of beginning.