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EMPIRE TITLE CO.

38563

DECLARATION OF PROTECTIVE COVENANTS
AGREEMENTS, AND RESTRICTIONS

BROOKTREE

PLANNED-UNIT DEVELOPMENT

PLAT "A"

WHEREAS, BROOKTREE PROPERTIES, INC. ("Declarant") is the record owner of the following described property:

BROOKTREE PLAT "A", comprised of 43 subdivided lots numbered 1 through 43 as shown on Map entitled BROOKTREE PLANNED-UNIT DEVELOPMENT PLAT "A", Provo, Utah County, Utah, filed for record in the Office of the County Recorder, Utah County, Utah

WHEREAS, it is the desire and intention of Declarant to sell the property described above and to impose upon it mutual, beneficial restrictions under a general plan or scheme of improvement for the benefit of all of the lands in such tract and the future owners of those lands;

NOW, THEREFORE, Declarant hereby declares that all of the property described above (sometimes herein referred to as "lands", "lots", "tract", "subdivision" or "property") shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied, and improved, subject to the following limitations, restrictions and covenants, all of which are declared and agreed to be in furtherance of the plan for the subdivision, improvement, and sale of the lands and are established and agreed upon for the purpose of enhancing and protecting the value, desirability, and attractiveness of the lands and every part thereof. All of the limitations, restrictions and covenants shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest in the described lands or any part thereof.

A. RESIDENTIAL AREA COVENANTS

A-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 nor more than three automobiles.

A-2. Dwelling Quality and Size. All dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be procured on the date this Declaration is recorded. The ground floor area of the main structure, exclusive of garages and open porches, shall not be less than 2000 square feet for a one-story dwelling, nor less than 1600 square feet for a dwelling of more than one story; provided, however, that in any event, no dwelling shall have less than 2000 square feet total living space exclusive of garages and open porches but including basement.

A-3. Set-Back Lines. (a) No building shall be located on any lot nearer to the front lot line or nearer to the side street line than 20 feet.

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(b) No building shall be located nearer than 5 feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 30 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 in any way, including airspace.

A-4. Tree Cutting Prohibited. The cutting of any living tree on any lot in excess of two inches diameter is prohibited without prior written consent of the Architectural Control Committee.

A-5. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as noted on the recorded map. 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, if any, for which a public authority or utility company is responsible.

A-6. 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 or realtor to advertise the property during the construction and sales period.

A-7. Livestock, Poultry and Pets. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, and other domesticated household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose, and provided further that all pets kept outside must be restrained in a humane manner. Kennels, runs and leash areas must be kept clean and sanitary. No pets may be kept in unreasonable numbers.

A-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.

A-9. Temporary Structures. No structure of a temporary nature nor any trailer, basement, tent, shack, garage, barn, or other out buildings shall be used on any lot at any time as a residence, either temporarily or permanently.

A-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, or 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.

A-11. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish or debris. Trash, garbage or other waste shall not be kept except in sanitary containers. All containers used for the storage or disposal of such materials shall be kept in a clean and sanitary condition. During construction, excess building materials and debris shall not be permitted to accumulate.

A-12. Parking: Trucks, Boats, Campers, Etc. No automobiles, trucks, campers, trailers, boats, equipment, recreational vehicles, motor homes, or other similar vehicles, 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 or stored on any lot unless stored in a garage or unless parking stalls or other cover approved by the Architectural Control Committee is provided. No such parking or storage facilities may be located nearer than twenty (20) feet to the front lot line and must conform to all building ordinances and the other provisions of this Declaration.

A-13. Maintaining of Lots. All lots, whether improved or unimproved, must be kept free of rubbish, weeds, trash and debris of any kind and must be maintained in such manner as to not detract from the subdivision as a whole. Sidewalks, curbs and gutters must be kept clean, unobstructed and in good repair.

A-14. Architectural Control. No buildings shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the proposed structure on the lot have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of exterior 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 set-back line unless similarly approved. No residence dwelling shall contain less square footage than the minimums set forth in this Declaration unless, by reason of lot size, set-back lines, etc., the Architectural Control Committee shall approve a lesser amount.

B. ARCHITECTURAL CONTROL COMMITTEE

B-1. Membership. The Architectural Control Committee shall be composed of H. MARK MAGLEBY, 1675 North 200 West, Provo, Utah; CHARLES J. MILLER, 129 West Parkway, Provo, Utah; and WENDELL P. HANSON, 480 North 1200 East, American Fork, Utah. A majority of the committee may designate a representative to act for it. In case 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 compensation for services performed pursuant to this Declaration. From and after January 1, 1981, the then record owners of a majority of the lots within the subdivision shall have the power, through a duly recorded written instrument, to change the membership of the committee or any of its powers and duties.

B-2. Procedure. All plans and specifications submitted to the committee must be submitted in duplicate and accompanied by a written request for approval. The committee's approval or disapproval shall be in writing and returned to

the one making submission, together with a notation of approval or disapproval and the date thereof affixed to one copy of such plans and specifications. In the event the committee, or its designated representative, fails to approve or disapprove such plans and specifications within thirty (30) days after the same have been submitted to it, or in any event if no suit to enjoin the construction has been commenced before completion thereof, approval will not be required and the related covenants herein shall be deemed to have been fully complied with.

C. GENERAL PROVISIONS

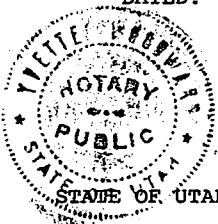
C-1. Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of forty (40) years from the date recordation of this Declaration, after which time the covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument in writing signed by a majority of the then owners of the lots within the subdivision has been recorded, agreeing to change the covenants in whole or in part.

C-2. Amendment. Except as otherwise provided in Paragraph C-1, above, this Declaration can be amended at any time by a recorded writing executed by all of the then record owners of the lots within the subdivision.

C-3. Enforcement. Enforcement shall be by proceedings at law or in equity either to restrain violation or to recover damages against any person or persons violating or attempting to violate any of the covenants contained within this Declaration.

C-4. Conflict and Severability. In the event any of the provisions of this Declaration are in conflict with the then existing zoning or building ordinances of Provo City or the statutes or laws of the State of Utah or the United States of America, such ordinances and statutes shall control. Invalidation of any 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.

DATED: July 27, 1978.



STATE OF UTAH)
: ss.
COUNTY OF UTAH)

BROOKTREE PROPERTIES, INC.

By H. Mark Magleby
H. Mark Magleby, President

On the 27th day of July, 1978, personally appeared before me H. MARK MAGLEBY, who being by me duly sworn did say that he is the President of BROOKTREE PROPERTIES, INC., and that the within and foregoing instrument was signed in behalf of said corporation, and said H. MARK MAGLEBY duly acknowledged to me that said corporation executed the same.

Yvette L. Woodward
Notary Public

My Commission Expires:
February 13, 1982

Residing at:
Provo, Utah

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