

4386

DECLARATION OF RESTRICTIONS

This Declaration made and dated this 19th day of March, 1975 by MZ&C, INC., an Idaho Corporation.

WHEREAS, said party is the owner of a certain tract of land situated in the City of Orem, Utah County, State of Utah, described as follows:

That certain Tract entitled, "Chap'rel Valley Subdivision" Plat 'A', all lots, which Map was filed for record in the office of the recorder of the County of Utah, State of Utah, on March 14, 1975, in Book of Maps, at page 1348, to which said Map and the said record thereof, reference is hereby made, and

Whereas, said party is about to sell property shown on said Map, which they desire to subject to certain restrictions, conditions, covenants, and agreements between themselves and the purchasers of said property, as hereinafter set forth;

NOW, THEREFORE, said party declares that the property shown on said Map is held and shall be conveyed subject to restrictions, conditions, covenants, charges, and agreements set forth in the Declaration, to-wit:

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 or carport for not more than three vehicles. All construction to be of new materials.

A-2. Architectural Control. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure 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 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 setback line unless similarly approved. Approval shall be provided as in Part B.

A-3. Dwelling Cost, Quality, and Size. No dwelling shall be permitted on any lot a cost of less than \$25,000 including lot cost based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The main floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1000 square feet.

A-4. Building Location. No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building set back lines set forth on the recorded plat.

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In any event 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. No building shall be located nearer than 8 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 40 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 30 feet to the rear lot line. For the purposes of the 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.

A-5. Lot Area and Width. No dwelling shall be erected or placed on any lot having a width of less than 75 feet at the minimum building setback nor shall any dwelling be erected or placed on any lot having an area of less than 8,000 square feet, except that a dwelling may be erected or placed on any lot shown on the recorded plat.

A-6. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear eight feet of each lot. 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. The easements 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.

A-7. 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-8. Temporary Structures. No structure of a temporary nature, 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.

A-9. Signs. No sign of any kind shall be displayed to the public view on any lot excepting 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 construction and sales period.

A-10. Livestock and Poultry. No animals livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

A-11. 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 material shall be kept in a clean and sanitary condition.

A-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.

A-13. Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 3 and 6 feet above the roadways shall be permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 30 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sightline restrictions shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

PART B. ARCHITECTURAL CONTROL COMMITTEE

B-1. Membership. The Architectural Control Committee is composed of Steven D. Corry and Reginald E. Dobbs, Jr. at 306 Warm Springs, Boise, Idaho, and Robert J. Holladay, at 832 S. State, Orem, Utah.

Said Architectural Control Committee is to have full and exclusive power to exercise all these certain duties and privileges set forth in Paragraph A-2 until such time as the subdivider has built and sold all houses to be constructed on all lots within the subdivision. A majority of the committee may designate a representative to act for it. In an 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 services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

B-2. Procedure. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event that the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

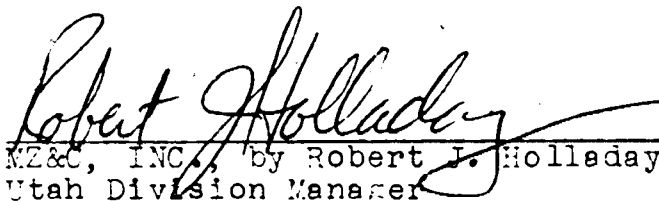
PART C. GENERAL PROVISIONS

C-1. Terms. All of the restrictions, conditions, covenants and agreements shall affect all of the lots as herein above set forth and are made for the direct and reciprocal benefit thereof and the covenants shall attach to and run with the land. Said restrictions, conditions, and covenants shall be binding on all parties and all persons claiming under them for a period of 40 years from the date thereof, after which time they shall be automatically extended for successive periods of ten years, provided, however, that such restrictions, conditions, covenants and agreements, or any of them may be supplemented, changed or rescinded in any or all particulars at any time after 40 years from date hereof by the owners of 51% of the number of lots comprising the area incorporated in this declaration, exclusive of streets, evidenced by an instrument in writing executed by the said owner in the manner provided by law for the conveyance of real property, and duly recorded in the office of the Recorder aforesaid, and upon such recordation shall be valid and binding upon the sellers and owners of the said lots in said tract, and upon all other persons.

C-2. Enforcement. If the parties hereto, or their successor shall violate or attempt to violate any of the covenants herein during the period for which they are in force, or during any of the extended periods for which they are in force, it shall be lawful for any person owning any real property subject thereto, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, either to prevent him or them from doing so or to recover damages or other dues for such violation.

C-3. Subordination. It is further provided that a breach of any of the conditions contained herein or of any re-entry 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 the value as to said premises or any part thereof; but said conditions shall be binding upon and effective against any owner of said premises whose title thereto is acquired by foreclosure, Trustee's Sale or otherwise.

C-4. Severability. Invalidation of any one or more 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.


MZ&C, INC., by Robert J. Holladay
Utah Division Manager

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

On this 19th day of March, 1975 personally appeared before me Robert J. Holladay, Utah Division Manager of MZ&C, INC., who duly acknowledged to me that he executed the above document on behalf of said corporation, by authority of its Board of Directors.

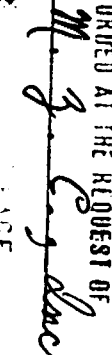




My Commission Expires: 11-16-76

Residing at: Provo, Utah

P.O. Box 541
Provo,

RECORDED AT THE REQUEST OF

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