

When recorded return to :  
GERON Inc.  
195 So. Palisade Dr.  
Orem Ut. 84058

ENT 616545 Bk 644 Pg 333  
DATE 1-MAR-1995 3:58PM FEE 14.00  
MICHAEL L GLEED, RECORDER - FILED BY MG  
CACHE COUNTY, UTAH  
For HICKMAN LAND TITLE COMPANY

**RESTRICTIVE COVENANTS**

Declaration of restrictive covenants, agreements, restrictions and conditions affecting the real property known as:

**APPLEBROOK SUBDIVISION PHASES I AND II**

The undersigned, GERON Inc., A UTAH CORPORATION, being owners of that certain real property in Cache County, State of Utah, more particularly described as:

All of Applebrook Subdivision, Phases I and II, filed 8/19/95 607373  
3/1/95 as filing no. 616544 in the office of  
the recorder of Cache County, Utah.

Do hereby make this Declaration of Protective Covenants, Agreements, Restrictions and Conditions as follows:

**A. GENERAL TERMS**

1. Mutual and Reciprocal Benefits, Etc.

All homes to be constructed in accord with the style, type, and quality of existing residential construction in the River Heights area and in accordance with River Heights ordinances.

2. Terms of Restrictions

Each and all of said restrictions, conditions, covenants and agreements shall continue in full force and effect and be binding until the 1st day of January, 2020, upon which date same shall be automatically continued for successive periods of ten years each, unless it is agreed by the vote of the then record owners of a majority of the property to terminate and do away with the same; provided, however, that any time after January 1, 2020 these restrictions, conditions, covenants, and agreements may be altered or modified by the vote of the then record owners of a majority of the property. In voting each lot owner of record shall be entitled to one vote, and the action resulting from such vote is to be evidence by a written instrument signed and acknowledged by such lot owners and record in the County Recorder's Office of the County of Cache, State of Utah.

**B. GENERAL RESTRICTIONS**

1. Pets, Animals, Etc.

No more than three household pets shall be kept on any of said lots. Any housing of animals (i.e. dog run) shall be confined to an area that is hidden from any street view or which may pose as a nuisance to any neighbor.

2. Private Residence: Moving of Structures

Said premises shall be used for private residence purposes only, therefore, no business that requires any additional traffic is allowed. No structure of any kind shall be moved from any other place to said premises, except as approved by the Architectural Review Committee of its replacement as described below...

3. Excavating

No excavation for stone, gravel or earth shall be made on said property, unless such excavation is made in connection with the erection of a home or structure thereon.

4. Rubbish Control

No rubbish shall be stored or allowed to accumulate thereon.

5. Repair and Storage of Personal Property

Personal property of the lot owner in the process of being repaired shall not be left in the visible sight of neighbors for more than seven (7) days, unless repairs occur within the confines of the lot owners garage.

6. Maintenance of lot

Building, outbuildings, fences, landscaping and other improvements shall be continuously maintained to preserve a well kept appearance. If the appearance of a property falls below reasonable levels, the Architectural Review Committee, or other committee appointed by lot owners shall have 30 days thereafter to restore the property to an acceptable level of maintenance. Should the owner fail to do so, the Architectural Review Committee may order the necessary work performed at the owner's expense.

**C. SPECIFIC RESTRICTIONS**

1. Intent of Restrictions on Improvements

It is the intent of these covenants to restrict the designs, materials used, and landscaping of improvements only to the extent of insuring quality in external appearance and maintaining property values on a long-term basis. These restrictions are more fully described in the following paragraphs.

2. Architecture Review Committee

All home plans shall be pre-approved, in writing, by an Architectural Review Committee comprised originally of Ronald Perkes, Carolyn Perkes, Gerald Perkes, Robert Davis, and Francine Davis. The function of the Committee will be to review and approve improvement plans of owners, consistent with the intent of the improvement covenants. No structures, residence, outbuildings, tennis court, swimming pool, wall fence or other improvements shall be constructed upon any lot without following the Architectural Review Committee review process as outlined below. This Committee will stay in existence until a residence has been built upon all lots. At such a time, the undersigned, their successors and assigns and the assigned agents of Applebrook Subdivision will be released from further involvement with the Architectural Review Committee. The lot owners, however, may create a new committee by majority vote in voting each lot owner of record shall be entitled to one vote, and the action resulting from such vote is to be evidenced by written instrument signed and acknowledged by such lot owners and recorded in the County Recorder's Office of the County of Cache, State of Utah. The new committee shall consist of lot owners or their agents as directed by majority vote of the lot owners.

3. Specific Restrictions

**TYPE OF STRUCTURES:** No building other than one single family dwelling house and attached two-car-garage shall be constructed on any of said lots.

**DILIGENCE IN CONSTRUCTION OF IMPROVEMENTS:** Once the construction of any residence or other structures other than fencing is begun, work thereon must progress diligently and must be

completed within six (6) months and landscaping to be completed within six (6) months thereafter. All improvements and construction shall comply with the requirements of River Heights City.

No ingress or egress access shall be constructed to any lot from River Heights Boulevard.

Lot number twenty-four (24) , Phase II, may only have a one story with/without basement constructed on it.

**D. ACCEPTANCE AND INVALIDITY OF RESTRICTIONS**

1. Acceptance of Restrictions

All purchasers of property described above shall, by acceptance of contracts or deeds for any lot or lots shown thereon, or any portion thereof thereby conclusively deemed to have consented and agreed to all restrictions, conditions, covenants, and agreements set forth herein, and agree to follow these covenants fully without delay.

2. Invalidity

It is expressly agreed that in the event any covenant or condition or restriction herein above contained, of any portion thereof, is held invalid or void, such invalidity or voidness shall in no way affect any valid covenant, condition or restriction.

DATED 22 Feb 95  
GERON INC.

BY: Gerald L. Perkes  
GERALD L. PERKES, PRESIDENT

State of Utah

County of Cache

I, Deon G. Hunsaker, a Notary Public, do hereby certify that on this 22<sup>nd</sup> day of February, of 1995, personally appeared before me, Gerald L. Perkes who being by me first duly sworn, declared that he is the PRESIDENT of GERON, INC. and that he signed the foregoing document as President of said corporation, and that the statements contained therein are true.

Deon G. Hunsaker  
Notary Public

My commission expires: 11-13-95

Residing at: Logan, Utah

