

SPRING CREEK MEADOWS PLAT "A" Covenants, Conditions and Restrictions

(1) 50 So. Main
(2) Springville, Ut
84663

This Declaration of Covenants and Restrictions for the Spring Creek Meadows Plat "A" Subdivision, is made and executed this, 1st day of August, 1996 by B & W Enterprises L.L.C., a Utah Limited Liability Corporation. Its principal place of business located at 625 Aaron Avenue, Springville, State of Utah, 84663 (hereinafter referred to as "Declarant").

Definitions

lots 1-52

1. **Declarant** is the record owner of that certain tract of property located at 400 East and 400 North, Springville.
2. **Additional Land** shall, at any point in time, mean the real property, or any portion thereof, located in Utah County, State of Utah.
3. **Developer** shall mean and refer to B & W Enterprises L.L.C.
4. **Declaration** shall mean and refer to the Declaration of Covenants, Conditions and Restrictions, including any subsequent amendments hereto.
5. **Development** Shall at any point in time mean, refer to, and consist of the Subdivision.
6. **Living Unit** shall mean and refer to a structure which is designed and intended for use and occupancy as a twin home residence, together with all improvements located on or with respect to the Lot concerned which are used in connection with such residence.
7. **Lot** shall mean and refer to any one of the separately numbered and individually described plots of land described on the Spring Creek Meadows Plat "A".
8. **Member** shall mean and refer to every person who holds a membership in the Association.
9. **Owner** shall mean and refer to the person who is the Owner of record (in the office of the County Recorder of Utah County, Utah) of a fee or an undivided interest in any lot. Notwithstanding any applicable theory relating to a mortgage, deed of trust or like instrument, the term "owner" shall not mean or include a mortgagee or a beneficiary or trustee under a deed of trust and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.
10. **Parcel** shall mean and refer to each portion of the Property which is separately subjected to the terms of this Declaration with the intention that it shall thereby compromise part of the Development and is filed for record in the office of the County Recorder of Utah County, Utah.
11. **Plat** shall mean the Spring Creek Meadows subdivision plat "A".
12. **Property** shall mean and refer to all of the real property which is covered by one or more Plat.
13. **Subdivision** shall mean and refer to the entire residential development which is created and covered by a Plat.

Zoning Ordinances

1. Rules and regulations of the City of Springville, Utah, are considered to be part hereof, and to any extent that these covenants might establish minimum requirements which conflict with the minimum requirements established by said zoning ordinances, rules and regulations, the most restrictive shall apply.

Protective Covenants

1. All lots/sites in Spring Creek Meadows Plat "A" Subdivision shall be for residential purposes only and no building shall be erected or placed on any Site other than a twin home, together with a private garage.
2. No trade, business or activity shall be conducted, carried on or practiced on any Site or in a residence or dwelling constructed thereon and the owner of said Site shall not suffer or permit any residence or dwelling erected thereon to be used or employed for any purpose that will constitute a nuisance in law or that will detract from the residential value of said Site or the other Sites in said twin homes.
3. No horses, pigs, cows, chickens, poultry, rabbits or other animals shall be raised, grown, bred, maintained or cared for upon any Site; provided, however that nothing herein prevents any owner of any Site from maintaining, keeping and caring for domestic household pets for non-commercial purposes.
4. No fence, wall or other similar structure running along a property line shall be commenced, erected or maintained until reasonably detailed plans and specifications of such structure have been submitted to all Owner(s) that adjoin such Site and appropriate clearances have been received from government and utility entities.
5. When plans and specifications, grading plans, and location have been approved, construction of the same shall be carried out forthwith and completed within nine months from the date construction is commenced. All purchasers of a Lot must commence construction within twenty-four months of such purchase.
6. Any residence erected wholly or partially on any of the lots or part of parts thereof, herein described, shall have a ground floor area of the main structure, exclusive of garage, porches or terraces, of at least 1100 square feet (1 story or rambler), in the case of two-story structure or split level, a minimum of 1300 square feet between the two floors (main & upper which are both above ground) excluding garages and porches.
7. Garages are required and shall have no less than a one-car garage.
8. The interior of all garages must be finished with sheetrock and paint.
9. No carports are allowed.
10. Height restrictions shall not be higher than local city and state codes or no higher than 35 feet above street grade.
11. All lots must be fully landscaped before occupancy, subject to winter weather that prevents completion of landscaping. In no event, however, shall the completion of landscaping extend beyond nine months of occupancy.
12. No evaporative or swamp cooler will be allowed on roof or hooked to windows. All Living Units shall be constructed with central air conditioning; subject to the Owner's right to rough-in the central air conditioning and postpone indefinitely the purchase of a condenser and making such air conditioning fully operational.
13. No antennas of any type will be allowed on any part of the roof, or in any exterior part of the building.
14. All trash containers must be kept from view of people driving along street.
15. All trees when originally planted shall not exceed 30 feet in height. American and Chinese elms will not be permitted.
16. All building plans and materials may be reviewed by the Developer and Owners upon request, and will be subject to compliance with this document.
17. All building front, side, and rear setback regulation, to be as per municipality minimums.

18. Exterior building materials shall be brick, stone, or stucco. These materials are the only permitted materials to be used on the exterior walls of living and accessory buildings.
19. Patio structures, trellises, sunshades and any other related construction shall be made of materials consistent with the colors, textures and materials approved for the dwelling and shall be integral to the architecture of the house.
20. Exposed metal flues are not permitted on any chimney.
21. Landscaping shall require the improvement of the entire Lot area with grass, flowers, trees, mulch or the like, except for areas within the Lot that are used for a concrete walk, driveway, porch, patio, or building.
22. All licensed builders that will meet the terms of this document are welcome to build in the Subdivision.
23. No large trucks and commercial vehicles belonging to owners or other residents of the property shall be parked within the Spring Creek Meadows Subdivision, except for temporary parking not to exceed 24 hours. No motor vehicles of any kind shall be repaired, constructed or reconstructed outside of an Owner's garage or completely enclosed fence area, except under emergency situations.
24. Boats or other recreational vehicles must be kept within an Owner's garage or fenced area. Such boats or recreational vehicles are not allowed on the streets, driveways, or open areas in the Subdivision for more than 48 hours.
25. Each Owner shall be expected to be covered with home owners insurance special form coverage of 3 or better.
26. Each building or structure, including roof shingles, gutters, and downspouts, shall be kept in good repair, and shall not be permitted to fall into disrepair. Landscaping at all times must be kept in good condition.
27. Enforcement - Owners within the Subdivision shall have the right, but not the obligation, to enforce the terms of this document through whatever remedies, legal or otherwise, that a majority of the owners decide upon. The right to vote on a course of action shall be based on the ownership of a Living Unit or Lot (1 vote per Living Unit or Lot, whichever the case may be). Such Owners will be responsible to keep and maintain the standards set forth in this document.
28. Limit of Liability - Except for gross negligence or intentional misconduct, Developer is not liable for any claims relating to the enforcement or failure to enforce any provision in this document.
29. Association - Owners within the Subdivision shall have the right, but not the obligation, to form an association with representatives, management, and voting rights consistent with this document or based upon a majority vote of the Owners.

I hereby acknowledge that I have read and that I understand these covenants, conditions, and restrictions, and I agree to abide by these terms.

Signature

Date

Signature

Date

Executed on the date stated below.

ENT 70250 BK 4054 PG 837

B & W Enterprises L.L.C.

By: *Steve R. Sumsion*
Steve R. Sumsion

STATE OF UTAH

County of Utah

On the 19th day of August, 1996 personally appeared before me,
Steve R. Sumsion, and signed this document on behalf of B & W Enterprises
L.L.C.

Clay J. Mitchell
NOTARY PUBLIC

My Commission Expires:

Sept 26, 1998

Residing at: 507 N. 500 W. Spanish Fork Ut.

