

Development Associates
406 W. South Jordan Parkway ← M
#250

So. Jordan,
Ut 84095

RESTRICTIONS, COVENANTS, & CONDITIONS

OF PINE MEADOWS

ENT 35393:2005 PG 1 of 7
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2005 Apr 05 10:49 am FEE 172.00 BY LJ
RECORDED FOR SPANISH FORK CITY CORPORATI

We, the undersigned, owners of the following described real property, to-wit:

Pine Meadows Subdivision

Do hereby make the following declarations as to limitations, restrictions and uses to which the lots of the Pine Meadows Development; shall be put, hereby specifying that the said declaration shall constitute covenants to run with all of the land within the above mentioned Plats as provided by law and shall be binding upon all the parties and all persons claiming under them, and for the benefit of and limitations upon all future owners in the said addition, this declaration of restriction s being designated for the purpose of keeping the said subdivision desirable, uniform, and suitable in architectural and landscape design and use as herein specified.

A. AREA OF APPLICATION

The restrictions, covenants, and conditions as set forth below in their entirety shall apply to all property listed in the below described property. Plats A,B and C.

EXHIBIT A

B. RESIDENTIAL AREA COVENANTS

1. Land Use and Building Type.

- a. Single Family Lots. 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 a single family dwelling, not to exceed 2 stories in height and a private garage for not less than two cars. The ground floor of the main structure, exclusive of one-story open porches and garages, shall not be less than 1,500 finished square feet within the outside perimeter of the main structure, excluding garages, porches, verandas, carports, patios, etc. and two story homes shall not be less than 1,000 finished square feet on the main floor and a total of 1,700 finished floor space excluding garages, porches, verandas, carports, patios, etc. No elevation or style of home may be repeated in less than 100' on any street except for soffit and fascia or trim details.
- b. Twin Home Lots. No lot shall be used except for residential purposes. Twin Homes may be located only in the lots specifically platted for that purpose. Buildings shall not exceed 2 stories in height and must have a two car garage. The ground floor of each dwelling unit shall not be less than 1,000 finished square feet within the outside perimeter of the main structure, excluding garages, porches, verandas, carports, patios, etc.

2. Garage. In addition to the requirement for a garage, any lot with a 95 foot frontage or greater is required to have a minimum garage sized to store three vehicles or more. Wherever possible corner lot's shall be side loaded garages.
3. Roof Type. The roof material shall be minimum architectural grade asphalt shingle, or wood, slate or tile roofing materials. Roof pitch shall be a minimum of a 6/12 pitch.
4. Exteriors Single Family or Twin Home. All home shall be constructed of brick, rock, stucco or a combination of these materials. The front exterior shall be a minimum of 30 % rock or brick excluding garage.
5. Foundation. The foundation must be a minimum of 30 inches above the top back of curb.
6. Landscaping.
 - a. Builder will landscape, including an automatic sprinkling system, the front set back of all homes at the time of occupancy. Should occupancy take place between November and March landscape improvements shall be completed by the last day of June immediately following occupancy.
 - b. The balance of each individual lot shall be completely landscaped by the title holder within 1 year of the issuance of a certificate of occupancy, including automatic sprinkler systems.
 - c. In order to assure uniformity of street appearance, no trees are to be planted upon city property or property on the street of any through sidewalk without specific approval in writing from the City. The following trees, because of their undesirable characteristics, are prohibited in the Pine Meadows Subdivision Plats:

<u>Species Name</u>	<u>Popular or Common Name</u>
Ailanthus Altissima	Tree of Heaven
Placanus Occidentalis	American Plane Tree
Populus Acuminata	Lace Leaf Poplar
Populus Alba	Silver Poplar
Populus Alba Bolleana	Bolleana Poplar
Populus Angustifolia	Narrow-Leaf Poplar
Populus Deltoides	Carolina Poplar
Populus Fremontii	Fremont's Poplar

Populus Nigra Italica	Lombardy Poplar
Robinia Pseudoacacia	Black Locus
Ulmus Pumila	Siberian Elm

- d. All fences must be approved by the Architectural control committee and necessary permits obtained prior to construction of the fence. No chain link or wood fences are permitted.
5. Ingress/Egress. No lot within the subdivision shall be used for the permanent purpose of ingress and/or egress to another property inside or outside of this subdivision.
 6. General. Prior to construction, the lot owner shall be responsible for clearing weeds and debris.
 7. Vehicles, RV's, Trailers. Lot owners shall not park vehicles of any kind on the street for overnight parking. Guests or relatives of the owners shall be allowed to park their vehicles on the street during their visit, but not to exceed one week at a time or in noncomformance with Spanish Fork City ordinances. No vehicle shall be parked on a vacant lot for storage at any time. Parking shall not be allowed in the front yard setback or a setback that is adjacent to a street unless it is in a designated driveway. Boats, trailers, other recreational vehicles, large trucks, and commercial vehicles, large trucks or commercial vehicles parked on any lot shall be screened from view with attractive and well maintained vegetation, an attractive and well maintained fence, or other sight obscuring structures.
 8. Storage Tanks. No tank for the storage of fuel is allowed in the development.
 9. Building Setbacks. No building shall be located on any lot nearer to the front lot line than the minimum building setback lines as required by Spanish Fork City ordinance.
 10. Building Materials. 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 between the curb and property line, or in the public right-of-way.
 11. Easements. Easement for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. All utility lines must be run underground.

12. Animals. Keeping of animals other than those ordinarily kept as family pets shall be forbidden. Dogs must have a fenced enclosure.
13. 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.
14. Signs. 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 than 3x5 feet in size advertising a specific unit for sale or house for rent, or construction sign, may be displayed on the premises affected.
15. Trash. No trash, ashes nor any other refuse may be dumped or thrown on any lot hereinbefore described or any part or portion thereof. All homes must subscribe to city garbage disposal service.
16. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out buildings shall be used on any lot at anytime as a residence, either temporarily or permanently.
17. Relocated Building. No building which was formerly located in another site shall be moved on to a lot in this project.
18. Architectural Control Committee. The Architectural Control Committee shall be formed to regulate the application of the CC&R's. The committee will function until construction of all the residential units within their area of responsibility are completed. It's purpose is to maintain a degree of protection to the investment which developers in this area may make, homes of customary design are requisite. Designs shall be limited to those prepared by architects licensed to practice in the State of Utah or by designers of outstanding ability whose previous work may be reviewed as a part of the approval process.
 1. Plans. (To be filed for approval and accepted before construction has begun). Plans shall include as minimum the following:
 - a. Plot plan to scale of entire site with buildings located with set backs from public streets.
 - b. Floor plans of each floor level to scale.
 - c. Elevations to scale of all sides of the house.
 - d. Detailed elevation of roof with proposed roof pitch.

- e. A perspective (optional).

Outline specifications shall give basic structure system and outline all materials to be used on the exterior of the residence.

2. Committee Procedure. The members of the committee must be in agreement and shall affix their signatures to any plans upon which the Committee has taken action, shall indicate the date of the action, and shall indicate the nature of the actions.
 - a. That the Committee shall accept or reject:
 1. Plans of proposed residences (as defined herein).
 - b. The Committee shall act within fourteen days to review the plans, and place its action in writing to be held as a permanent record, with copies to the parties concerned.
 - c. 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.
 - d. The Committee has the authority to judge building, elevations and set backs on whatever basis available to it with the aim of preserving what it feels are the best interest of the developers.

C. GENERAL PROVISIONS

1. Extent of Obligation. The said covenants, conditions, restrictions and reservations shall be perpetual and shall apply to and 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, their successors and assigns as a general plan for the benefit of the subdivision.
2. Amendment. The said covenants can be terminated or amended by agreement in writing signed by two-thirds of the property owners in the said tract.
3. Enforcement. Enforcement of these covenants and restrictions shall be by proceedings at laws or in equity to restrain violation or to recover damages against any person or persons violating or attempting to violate covenants

contained within this Declaration. Any homeowner or any lot owner or owners shall have the right, but not the obligation, of enforcement as described above.

- 4. Severability. Invalidation of any one of these covenants by judgment or court order shall in nowise affect any of the other provisions which shall remain in full force and effect.

WITNESS our hands this 30TH day of MARCH, 2004.

[Signature]
 Pine Meadows Investor, L. L.C.
 MANAGER

STATE OF UTAH)
 : SS
 COUNTY OF UTAH)

I, the undersigned notary public, do acknowledge that the above-named person did certify to me that they signed the foregoing instrument.

Marlo Smith
 NOTARY PUBLIC



EXHIBIT "A"

PLAT "A":

BEGINNING AT A POINT ON THE EAST LINE OF 1700 EAST STREET, WHICH POINT LIES NORTH 0°24'24" WEST 495.59 FEET ALONG THE QUARTER SECTION LINE AND EAST 33.04 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 29, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 89°00'57" EAST 110.00 FEET; THENCE NORTH 0°24'24" WEST 44.35 FEET; THENCE NORTH 7°29'00" WEST 81.13 FEET; THENCE NORTH 0°24'24" WEST 1239.03 FEET; THENCE EAST 100.00 FEET; THENCE SOUTH 85°14'22" EAST 60.24 FEET; THENCE EAST 867.74 FEET; THENCE NORTH 84°39'03" EAST 60.24 FEET; THENCE EAST 100.00 FEET; THENCE NORTH 0°15'07" WEST 118.13 FEET ALONG THE WEST LINE OF ABBIE COURT PLAT A; THENCE WEST 1288.08 FEET ALONG THE SOUTH LINE OF PURNELL ESTATES PLAT A; THENCE SOUTH 0°24'24" EAST 1484.46 FEET ALONG THE EAST LINE OF 1700 EAST STREET TO THE POINT OF BEGINNING. (AREA = 6.768 ACRES)

PLAT "B":

BEGINNING AT A POINT WHICH LIES NORTH 0°24'24" WEST 497.48 FEET ALONG THE QUARTER SECTION LINE AND EAST 143.04 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 29, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 89°00'57" EAST 1186.15 FEET ALONG AN EXISTING FENCE AND ITS EXTENSION; THENCE NORTH 344.17 FEET ALONG THE WEST LINE OF MAPLE MEADOWS SUBDIVISION; THENCE WEST 160.00 FEET; THENCE NORTH 42.25 FEET; THENCE WEST 100.00 FEET; THENCE NORTH 176.00 FEET; THENCE WEST 100.00 FEET; THENCE SOUTH 86°11'09" WEST 60.13 FEET; THENCE WEST 95.03 FEET; THENCE NORTH 100.00 FEET; THENCE NORTH 0°53'01" WEST 60.01 FEET; THENCE NORTH 100.00 FEET; THENCE WEST 525.96 FEET; THENCE NORTH 85°14'21" WEST 60.25 FEET; THENCE WEST 100.00 FEET; THENCE SOUTH 0°24'24" EAST 719.02 FEET; THENCE SOUTH 7°29'00" EAST 81.13 FEET; THENCE SOUTH 0°24'24" EAST 44.35 FEET TO THE POINT OF BEGINNING. (AREA = 18.558 ACRES)

PLAT "C":

BEGINNING AT A POINT WHICH LIES NORTH 0°24'24" WEST 1341.29 FEET ALONG THE QUARTER SECTION LINE AND EAST 133.04 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 29, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE EAST 100.00 FEET; THENCE SOUTH 85°14'21" EAST 60.25 FEET; THENCE EAST 525.96 FEET; THENCE SOUTH 100.00 FEET; THENCE SOUTH 0°53'01" EAST 60.01 FEET; THENCE SOUTH 100.00 FEET; THENCE EAST 95.03 FEET; THENCE NORTH 86°11'09" EAST 60.13 FEET; THENCE EAST 100.00 FEET; THENCE SOUTH 176.00 FEET; THENCE EAST 100.00 FEET; THENCE SOUTH 42.25 FEET; THENCE EAST 160.00 FEET; THENCE NORTH 733.23 FEET ALONG THE WEST LINE OF MAPLE MEADOWS PLATS A AND B; THENCE SOUTH 89°12'20" WEST 16.72 FEET ALONG THE SOUTH LINE OF ABBIE COURT PLAT A; THENCE NORTH 0°15'07" WEST 266.87 FEET ALONG THE WEST LINE OF ABBIE COURT PLAT A; THENCE WEST 100.00 FEET; THENCE SOUTH 84°39'03" WEST 60.24 FEET; THENCE WEST 867.74 FEET; THENCE NORTH 85°14'22" WEST 60.24 FEET; THENCE WEST 100.00 FEET; THENCE SOUTH 0°24'24" EAST 520.01 FEET TO THE POINT OF BEGINNING. (AREA = 18.530 ACRES)