

After Recording Return to
Avery and Erin Brown
1242 North 1300 East
Lehi, Utah 84043



ENT 1071:2014 PG 1 of 7
JEFFERY SMITH
UTAH COUNTY RECORDER
2014 Jan 07 10:50 am FEE 27.00 BY SS
RECORDED FOR ARTISAN CONSTRUCTION

**Covenants and Building Restrictions of the
Smith Meadows Subdivision
Pleasant Grove, Utah**

KNOWN ALL MEN BY THESE PRESENTS:

That Erin and Avery Brown, are the owners of the following described property located in Pleasant Grove, Utah, Utah County, State of Utah.

See Exhibit "A" attached and made a part thereof.

It is the owner's desire to restrict the use to which the above described real property is put to use, and for this purpose execute these covenants and building restrictions. That the real property covered by said covenants has been plotted and is designed and known as **Smith Meadows Subdivision**, that a plat thereof was accepted by the Pleasant Grove City Council, the Planning and Zoning Committee and the Mayor of the Pleasant Grove and has been recorded in the office of the County Recorder of Utah County.

NOW THEREFORE, all of the lots shown on the subdivision plat of Smith Meadows, as described in Exhibit "A" are held and shall be conveyed subject to the restrictions and covenants hereinafter set forth and all persons and corporations who hereafter own or have any interest in any lots in said subdivision shall take and hold the same subject to the agreement and covenants with the other owners, their heirs, successors and assigns, to corm and observe the same.

These Covenants and Building Restrictions shall be administered over by an Architectural Control Committee, hereinafter known at A.C.C., and said A.C.C. shall be controlled by a majority vote of the members.

1) SIGNS

No commercial signs will be allowed larger than 4'X4' and said Signs must be placed on the lot which is being built on and only during active construction of the property. No other signs will be allowed on or off this development site unless approved by A.C.C.

2) DWELLING QUALITY AND SIZE

a) All of the lots shown on said subdivision plat shall be used only for residential purposes. No dwelling shall be created, altered, placed or permitted to remain on any lot other than one (1) single family dwelling, not to exceed two stories in heights (should Pleasant Grove City permit same), in addition to a basement level, and private garage, for not less than 2 cars. Carports will not be allowed.

b) For a single dwelling (rambler), the finished area above the grade will be not less than 1600 Sq. Ft. exclusive of open porches and garages, however oversized porches or oversized garages might be considered for inclusion in the finished square footage requirements to subject to the A.C.C. approval. All ramblers must have a minimum of 7/12-pitch roof on all major rooflines, or as approved by A.C.C.

c) For Two (2) Story dwelling, the finished area above the grade will not be less than 2200 Sq. Ft. (both floors, exclusive of open porches and garages, however oversized porches or oversized garages may be considered for inclusion in the finished square footage requirements subject to the A.C.C. approval.)

d) Four (4) level split entry (bi-level) homes will not be permitted in the subdivision unless approved by A.C.C.

e) Other types and styles of homes not permitted: No Modular homes, no Round homes, no Octagon homes, no Prefab homes, no pre-built homes, no all wood homes, no steel homes, no concrete homes, or any other style of home of this nature shall be built or erected in this subdivision. No solar homes can be built unless approved by A.C.C.

f) Approved materials to be used on the exterior of homes, garages and other buildings are:

1. Stucco
2. Brick
3. Cultured Stone
4. Real (Natural) Stone
5. Masonry Board or Similar

30% of street facing exteriors must be brick or stone or other approved material. Any other materials would have to be approved by the A.C.C. Aluminum for soffit and eaves will be allowed, and possibly for dormer windows and trims and dormer sidings if so approved by the A.C.C.

g) All roofs must be built using a minimum of 30 year architectural grade shingle roofing, but emphasis will be placed on the design of the home matching the roof type and design.

h) Unless otherwise approved in writing by the A.C.C. , all construction must be completed within 9 months from the date ground is broken for the home site.

i) Landscaping of street facing yards must be completed within 6 months (weather permitting) of obtaining "Certificate of Occupancy" from either Pleasant Grove City. Landscaping of entire yard to be completed within 12 months (weather permitting) of obtaining a "Certificate of Occupancy".

j) Unless otherwise approved in writing by the A.C.C., all homes must be built within 24 months from the lot purchase date. Erin and Avery Brown collectively, are exempt from having to build home on their respective lots within the 24 month time constraint.

k) Homes should be architecturally pleasing in general and shall include elements of style and variety. Dimensions and rooflines should not be plain and "boxy". This is especially important on street facing elevations.

3) SPECIFICATIONS:

To maintain a degree of protection to the investment, which homeowners in this area may make, homes of a superior design are requisite, and must be approved by the A.C.C. in advance of the commencement of construction. Design shall be limited to those prepared by Architects licensed to practice in any U.S. jurisdiction or by designers of outstanding ability, whose previous work may be considered by the A.C.C., as part of the approval process.

a) Three (3) completed sets of plans and specifications together with proof of approval of governmental agencies involved for any and all proposed improvements, the erection or alteration of which is desired, and no structure or improvements of any kind shall be erected, altered, placed or maintained upon any lot unless and until the final plans, elevations and specifications therefore have revealed such written approval as herein provided. Such plans shall include a plot plan showing the location on the lot of building(s), walls, fences, or other structures proposed to be constructed, altered, placed or maintained, together with the proposed construction materials, and color samples for roof, brick, stucco, stone, soffit, etc.

b) THE A.C.C. shall approve or disapprove plans, specifications and details within 10 days from the receipt thereof. Two (2) sets of said plans and specifications and details with the approval or disapproval endorsed thereon, shall be returned to the persons submitting them and the other copy thereof shall be retained by A.C.C., for it's permanent files.

c) THE A.C.C. shall have the right to disapprove any plans, specifications or details submitted to ;it in the event the same are not in accordance with any of the provisions and purposes of these restrictions. Further, if the design or color scheme of the proposed building or structure is not in harmony with the general surroundings of such lot or with the adjacent buildings or structures, or if the plans and specifications submitted are incomplete or in the event the A.C.C. deems the plans, specifications or details, or any part thereof, to be contrary to the interest, welfare or rights of all or part of the property owners or the subdivision, then the A.C.C. shall have the right to disapprove said plans, specifications and/or details submitted to it. The decision of the A.C.C. shall be final, subject to vote by 2/3 vote of all the property owners, based on one vote per platted and recorded lot.

d) The A.C.C. shall not be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications.

e) The A.C.C. shall have the authority to set up regulations as to height, architectural plans and design, the size requirements for all dwellings and other types of structures, including retaining walls, fences and detached buildings etc.

f) Easements for installation and maintenance of utilities are revised as noted on the recorded plat. Easements are to be maintained continuously by the owner unless a

public authority or utility company is responsible.

g) All lot setbacks and zoning requirements shall conform to the City of Pleasant Grove.

h) All plans and specifications for any structure or improvement whatsoever, to be erected on or moved onto any lot, and the proposed location on the lot or lots, the construction materials, the exterior color schemes, any later changes or additions after initial approval has been granted thereof and remodeling construction alterations thereof on any lot shall be subject to and shall require approval of the A.C.C. in writing before any work is commenced.

4) MAINTENANCE

a) All builders are required to use a dumpster or trailer or equivalent receptacle in which to place trash and construction refuse. This (dumpster) shall be present when framing begins. If trash is not kept clean and dumpsters are not used the owner will be responsible to pay the clean-up fees necessary.

b) All lots shall not be used as dumping grounds in any way. Lots must be maintained and kept up before, after and during construction. This includes: Weeds, trash and rubbish, on the lot and sidewalks, curbs and gutters are to be kept clean and in good repair.

c) No contractor or owner shall use someone else's lot to hold extra fill, topsoil or construction materials without written consent from the owner of the lot.

5) RESTRICTIVE USES:

a) No noxious or offensive activity shall be carried on and upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

b) No structure of a temporary character, trailer, basement, tent, shack, barn or other out building shall be used on any lot at any time, as a residence either temporary or permanently.

c) 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 72 consecutive hours. The intent of this provision is to keep the roadway open to daily traffic, and to avoid the unsafe and unsightly conditions of the vehicles parked on the street for long periods of time. The A.C.C. may enforce this provision by first, giving notice to the owner of the violation. Or when the owner is not readily available, by giving notice in form of written request placed on the vehicle in question and subsequently be causing that vehicle or equipment parked on the street in violation of this provision, be towed away, at the owner's expense. None of the above referenced vehicles or equipment may be kept or stored on any lot unless in a garage or parking stall (pad) behind the front edge of the residential structure. However, commercial business equipment etc., are not allowed in this subdivision, only for the building of the homes.

d) No more than one (1) family unit will be maintained on each lot within the subdivision. Notwithstanding the foregoing, it is contemplated that live-in help and immediate family members, their spouses and children would be permitted to occupy the premises with the lot owner. Unless approved by the A.C.C.

e) No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted on any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any lot.

f) No livestock may be kept or boarded on any lots. No more than two dogs or cats may be kept on any lots. Also no beehives shall be permitted upon any lot.

g) No chain link fencing allowed. Vinyl or concrete fencing are the only approved fencing materials. Any other types of fence must be approved by the A.C.C.

6) ENFORCEMENT RIGHTS:

If the parties hereto, or any of them, or their heirs or assigns violate or attempt to violate any of the Covenants herein, it shall be lawful for any person owning any real property in the subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such Covenant, to prevent him or them from so doing or to recover damage, attorney's fees, costs or court or other dues for such violation.

7) ARCHITECTURAL CONTROL COMMITTEE (A.C.C.)

The Architectural Control Committee (A.C.C.) shall consist of at least 3 members.

The initial committee is composed of:

Erin Brown

Tyson Brown

Jared Bishop

Other members may be added to the A.C.C. and A.C.C. members can be voluntarily replaced as permitted by the A.C.C.

8) GENERAL PROVISIONS:

a) Except as otherwise provided, this Declaration can be amended at any time by a written executive document in recordable form, by not less than three-fourths (3/4) of the property owners within the subdivision.

b) These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them.

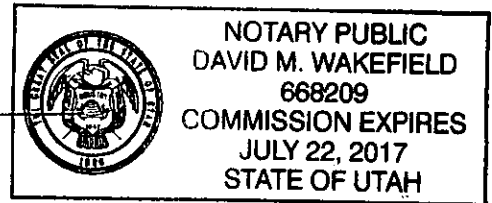
c) Enforcement shall be by proceeding of law or in equity against any person or persons violating or attempting to violate any covenant either in restraint of violation or to recover damages.

d) Each lot owner is fully responsible to see that his contractor receives a copy of this document of building covenants and restrictions and to see that the contractor and subcontractors abide by them.

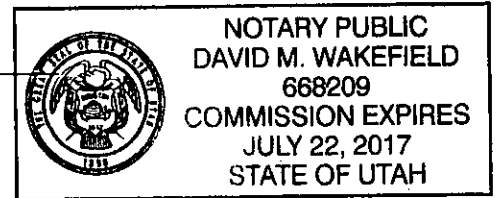
e) Each lot owner/homeowner, along with the developer, must inspect the sidewalks, streets, fences, utility improvement, etc. prior to the actual closing of long term loan on the lot or home to see if any damages occurred in the process of building the home. Any damages having occurred by the homeowner, their contractor or subcontractors, in the process of building the home, shall be repaired and paid for by the homeowner, the contractor and/or subcontractors involved in the building of the home.

f) Conduits are in place for cable television to every lot in the subdivision. The cable company operates on their own schedule and will only come into the area when there are so many people per mile.

OWNER:
By: *Erin Brown*
Name: Erin Brown



OWNER:
By: *Avery Brown*
Name: Avery Brown



ACKNOWLEDGEMENT

State of Utah
County of Utah

On this 6 day of January, in the year 2014, before me David M. Wakefield, a notary public, personally appeared Erin and Avery Brown, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged he executed the same. Witness my hand and official seal.

David M. Wakefield
Notary Public

EXHIBIT A

Legal Description

The Property referred to in the foregoing document is located in Utah County, Utah and is described more particularly as follows:

Lots 1 thru 6, **Smith Meadows SUBDIVISION**, according to the official plat as recorded in the office of the Utah County Recorder.