

VTC #22469

ENT 12618 BK 2596 PG 420
NINA B REID UTAH CO RECORDER BY RT
1989 MAY 5 3:48 PM FEE 18.50
RECORDED FOR VALLEY TITLE COMPANY

ADDENDUM TO DECLARATION OF COVENANTS AND RESTRICTIONS AND
RESERVATION OF EASEMENTS FOR COTTAGES ON THE GREEN

This Addendum is to be made a part of the Declaration of Covenants and Restrictions and Reservation of Easements for Cottages on the Green as recorded in Book 2214 Pages 462 thru 493 in the Utah County Recorder's Office May 1, 1985.

In the event any provision of this Addendum conflicts in whole or in part with the terms of the mentioned Covenants and Restrictions, or any prior addendum or amendment thereto, the provisions of this Addendum will control.

1. Dwelling Quality and Size:

A. No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) single-family dwelling, not to exceed two (2) stories in height in addition to a basement and private garage for not less than two (2) cars. Carports are not acceptable.

B. For a one story dwelling, the finished area above grade will be not less than fifteen hundred & fifty (1550) square feet exclusive of open porches and garages. A split level structure will have a minimum of nineteen hundred (1900) square feet of finished living area not counting the lowest basement level and exclusive of garage and porches. A two (2) story dwelling will have a minimum of twenty-one hundred (2100) square feet of area above grade.

C. In the event that a lot owner should acquire more than one contiguous lot located within Cottages on the Green and should desire to construct one (1) single family dwelling, with garages, swimming pool and/or amenities, then said common owner of those respective lots shall be entitled to treat such lots in combination as a single lot and locate and construct such single family dwelling and related improvements upon such combined lots. This paragraph shall be interpreted to allow a single family dwelling and related improvements to be located upon any one lot or upon any one lot and a portion or all of an additional lot or any number of contiguous lots.

D. The exterior of all homes shall be constructed with no less than 20 percent rock, stone or brick. The balance is shall to be stucco or like material as approved by the committee. No aluminum siding will be allowed in Cottages on the Green.

2. Specifications:

To maintain a degree of protection of the investment which house owners in this area may make, homes of superior 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. Move-In type homes (modular, Boise Cascade, etc.) will not be allowed in Cottage on the Green.

h. All plans and specifications for any structure or improvements whatsoever to be erected on a lot, and the purposed location on the lot or lots, the construction material, the roofs and exterior color schemes, any later changes or additions after initial approval has been given thereof and remodeling reconstruction, alterations, or additions thereto on any lot shall be subject to and shall require the approval in writing before any such work is commenced of the architectural control committee (herein call "committee" as the same is from time to time composed).

Two (2) complete sets of plans and specifications together with proof of approval from governmental agencies involved for any and all proposed improvements, the creation or alteration of which is desired, and no structures or improvements of any kind shall be erected, altered, placed or maintained upon any lot unless and until the final plan, elevations, and specifications therefore have received such written approval as herein provided. Such plans shall include plot plans showing the location on the lot of the building, wall, fence, or other structure proposed to be constructed, altered, placed or maintained, together with the proposed construction material, color schemes for roofs and exteriors thereof and proposed landscape planting.

The Committee shall approve or disapprove plans, specifications and details within fifteen (15) days from the receipt thereof. One (1) set of said plans and specifications and details with the approval or disapproval endorsed thereon, shall be returned to the person submitting them and the other copy thereof shall be retained by the Committee for its permanent files.

The Committee shall have the right to disapprove any plans, specifications or details submitted to it in the event the same are not in accordance with all of the provisions of these restrictions; if the design or color scheme of the proposed building or other structure is not in harmony with the general surroundings on such lot or with the adjacent buildings or structures; if the plans and specifications submitted are incomplete; or in the event the Committee deems the plans, specifications, or details, or any part thereof, to be contrary to the interest, welfare or rights of all or any part of the real property subject hereto, or the owners thereof.

The decisions of the Committee shall be final.

The Committee 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.

The Committee shall have the authority to set up regulations as to the height, architectural plan and design, the size requirements for all dwellings and all other types of structures, including walls, copings, etc.

No improvements shall be built unless they conform with the minimum building area restrictions as they may exist at the time of approval of the plans by the architectural control committee.

2. Maintenance:

A. No lot shall be used or maintained as a dumping ground for rubbish or debris. Trash, garbage or other waste shall not be kept except in sanitary containers. All containers used for the storage or disposal of such materials shall be kept in a clean and sanitary condition. During construction, excess building material and debris shall not be permitted to accumulate.

B. Construction of the primary dwelling must be completed, construction materials and equipment removed and the ground graded within twelve (12) months from the time first ground is broken for the structure.

C. All lots, whether improved or unimproved, must be kept free of rubbish, weeds, trash and debris of any kind and must be maintained in such manner as to not detract from the subdivision as a whole. Curbs and gutters must be kept clean, unobstructed and in good repair. All breakage during construction of any home will be the responsibility of the respective home or lot owner.

D. No building material of any kind or character shall be placed or stored upon any lot until the owner thereof is ready or 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 or between the curb and the property lines.

E. Landscaping including grass and some shrubs, must be completed within twenty four (24) months from the time first ground is broken for the structure.

F. All lot owners, upon the completion of home construction are to install sprinkler systems compatible with the system already in place and used by the homeowners association. The installation is at the lot owners expense.

4. Architectural Control Committee:

A. The architectural control committee is composed of: three designated representative from the property owners

within Cottages on the Green.

5. Miscellaneous

A. Perimeter fencing of ones lot is prohibited. It is the intent to keep the development open.

B. The Association will be responsible to maintain only the common area of Cottages on the Green.

C. Watering of lawns will be the responsibility of the Association, through a common system.

D. Association fees of \$50 per month are to be paid by both owners with home and those with vacant lots.

6. General Provision:

A. Except as otherwise provided, this Declaration can be amended at any time by a recorded writing executed by the owners of three fourths (3/4) of the lots within Cottages on the Green.

WITNESSED this 2nd day of May 1989

By Sherman R. Wankier
President

STATE OF UTAH)

COUNTY OF UTAH)

On the 2nd day of May, 1989, personally appeared before me, Sherman R. Wankier, who being duly sworn did say that he is the President of the Cottages on the Green Homeowners Association, and that the within and foregoing instrument was signed in behalf of said Homeowners Association by authority of a resolution of its members and said Sherman R. Wankier did acknowledged to me that said Homeowners Association executed the same.

Jerry C. Hamilton
Notary Public
STATE OF UTAH

Expires April 23, 1990

Residing at Provo, Utah

EXHIBIT "A"

Lots 2, 4, 5, 6, 7, 8, 9, 11, 12, 13, 14,
16, 17, 18, 19, and 20, Plat "A", Cottages
on the Green, a Planned Unit Development,
according to the official plat thereof on
file in the Office of the Utah County
Recorder.