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WILLOW HAVEN P.R.D. FINAL CC&R'S

ENT 133567:2005 PG 1 of 5
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2005 Nov 21 9:34 am FEE 54.00 BY STL
RECORDED FOR LEHI CITY CORPORATION

THIS DECLARATION OF COVENANTS AND RESTRICTIONS is made the 10/2 day of October, 2005, by U.L.A.N.D. LLC, hereinafter "'Declarant.'"

WHEREAS, Declarant is developing and subdividing certain property situate in Utah County, Utah to be known and designated as Willow Haven, which subdivision is shown on a plat or plats intended to be recorded among the Land (Plat) Records of Utah County, Utah (hereinafter "the Property"), AND

WHEREAS, Declarant desires to create on the property a residential community and to provide for the preservation of the value and amenities in the community and for the uniform and orderly development thereof, and for the creation and maintenance of certain limited common facilities as hereinafter set forth, all of which is for the benefit of the Property and the owners thereof.

NOW THEREFORE, Declarant declares that the Property shall be held, transferred, sold, conveyed, and occupied subject to the following covenant, restrictions, conditions, and easements, which shall run with title or interest in the subject property and be binding upon the heirs, successors and assigns of Declarant.

DEFINITIONS

As used herein, the following words and terms are defined to mean as indicated:

"Architectural Committee." The Architectural Committee shall be composed of those three or more individuals so designated from time to time by (I) Declarant until 80% of the lots are sold, then by (ii) a majority of lot owners. Initial members of the Architectural Committee are Michael Miller, Dan LaFontaine, and Brent Butcher.

"Association" shall mean and refer to The Architectural Committee until resident homeowners occupy Willow Haven Subdivision. At which time the residents will make up the Association.

"Lot" means a lot or parcel of ground shown on a recorded plat or plats of the Property and designated thereon as a "Lot."

"Owner" means the record owner, whether one or more persons or entities of the fee simple title to any Lot, but excluding those having such interest merely as security for the performance of an obligation.

"Plat" means the plat or plats of the Property recorded among the Land of Records of Utah County, Utah.

"Structure" means anything or device the placement of which upon the Property (or any part thereof) may affect the appearance of the Property (or any part thereof) including, by way of illustration and not limitation, any building, garage, porch, covered or uncovered patio, television or other antenna, fence, sign, curbing, paving, wall, roadway, walkway, exterior light, landscape, hedge, trees, shrubbery, planting, signboard or any other temporary or permanent improvement made to the Property or any other part thereof. "Structure" shall also mean (I) any excavation, fill,

ditch, diversion dam or other thing or device which affects or alters the natural flow of surface waters from, upon or across the Property, and (ii) any change in the grade or the property (or any part thereof) of more than six (6) inches.

COVENANTS AND RESTRICTIONS

Residential Use. All Lots shall be used for single family residential purpose only.

Completion of Construction. The exterior construction of any structure must be completed within twelve (12) months from the commencement of construction thereof. Upon completion of construction the Architectural Committee, upon request of the applicant, shall issue a Certificate of Compliance identifying such Structure and the Lot on which such Structure is placed, and stating that the Structure has been completed in compliance with applicable provisions hereof.

Temporary Structures. No structure of a temporary character whether a basement, tent, shack, trailer, camper, or other out-building will be placed on any Lot at any time as a permanent or temporary residence.

Signs. No signs, billboards, or advertising structures of any kind shall be placed or erected on any Lot, except that signs with the owner's name and house number are permitted provided that said sign shall not exceed two square feet.

Subdivision. No Lot shall be subdivided.

Discharge of Firearms. Discharging of firearms anywhere on the Property for any reason is prohibited.

Motor Vehicles. No unlicensed vehicles, junked vehicles, trucks rated more than one ton, motor homes or recreational vehicles or similar vehicles may be parked or stored within the Property for more than ten days unless parked or stored in an enclosed garage.

No vehicles of any type may be operated off the maintained road network anywhere within the Property of the Thousand Acres development.

Road Maintenance. All roads are public roads. Lehi City is responsible for all maintenance of the roads.

Animals. No animals may be kept, maintained or bred on any Lot, except that no more than two (2) dogs, cats, or similar domestic household pets may be kept on a Lot, provided they are not kept, bred or maintained for any commercial purpose and provided there are kept in such a manner as to avoid becoming a nuisance to neighbors or adjoining property owners. No animal shall be permitted outside the dwelling of an Owner unless the animal is under the control of a responsible person. With the exception of Lots 33, 34, 35, 36 which have the right to have one large animal, more specifically one horse. The animal facilities must be maintained.

Noises and Nuisances. No nuisance shall be maintained, allowed or permitted on any part of the property and no use thereof shall be made or permitted which may be noxious or detrimental to health or which may become an annoyance or nuisance to the neighborhood.

Trash. No lumber, metals, bulk materials, garbage, refuse or trash shall be kept, stored or allowed to accumulate on any Lot. No Lot shall be used or maintained as a dumping ground for

any material, trash, garbage or other waste not kept in sanitary containers. All equipment and containers for the storage or disposal of such material shall be kept in a good, clean and sanitary condition.

Antennas and dishes. Satellite dish type antennae are permitted provided they do not exceed 24" in diameter. Other types of antennae are permitted provided they are mounted on the residence and are not in direct sight of an adjacent property owner.

Vacation Rentals. Rental, leasing, subleasing and/or licensing of any residence situate on a Lot for short term or "vacation" occupancy is not permitted. Any rental or leasing must be for a continuous period of at least six (6) months.

Open Burning. No open burning is permitted anywhere on the Property, except that outdoor fireplaces and fire rings shall be allowed with Architectural Committee approval.

Fuel Storage Tanks. No permanent fuel storage tanks on Lots.

ARCHITECTURAL REVIEW

Architectural Committee. No structure shall be commenced, erected or maintained on the Property, nor shall any addition to (including awnings) or change or alteration therein (including alterations in exterior color or design) be made, until the plans and specifications showing the nature, kind, shape, height, materials, color, locations and approximate cost of the Structure shall have been submitted to and approved in writing but the Architectural Committee. The Committee shall consider applications for approval of plans and specifications upon the basis of conformity with this Declaration and shall be guided by the extent to which the proposed Structure will insure conformity and harmony in exterior design and appearance, based upon, among other things, the following factors: the quality of workmanship; nature and durability of materials; harmony of external design with existing Structures; choice of colors; changes in topography, grade elevations and/or drainage; factors of public health and safety; the effect of the proposed Structure on the is, enjoyment and value of other neighboring properties; and the suitability of the proposed Structure, addition or alteration taking into account the general aesthetic values of the surrounding area. Only initial landscaping as submitted with plans and specifications shall be subject to approval by the Architectural Committee; subsequent modifications to landscaping plans shall not be subject to approval.

Only natural first-class materials and earth tone colors shall be allowed and approved exterior materials include brick, stone, wood and stucco. No vinyl or aluminum siding shall be allowed and no more than two foot of concrete or parged block are to be exposed above grade.

All residences shall have be a minimum of 2000 square feet, exclusive of garages, decks and basements. The Architectural Committee may modify foregoing square footage requirements by unanimous vote of its members. Two or more lots may not be combined for the purpose of increasing the square footage requirements for single family residences. Roof pitch must be a minimum of 6:12. Mobile homes, double-wide homes, and modular homes shall not be allowed on any lot.

The Architectural Committee shall adopt and promulgate reasonable rules and regulations regarding the administration, interpretation and enforcement of the provisions of this Declaration.

The members of the Architectural Committee shall serve without compensation.

Approval of Plans. The applicant shall submit for approval two sets of plans and specifications, which shall include a complete set of house plans, with all elevations and elevations on grade and site plan with house location. Upon approval by the Architectural Committee, one copy of such plans and specifications shall be retained by the Architectural Committee, and the other bearing the written approval of the Architectural Committee shall be returned to the applicant.

If the Architectural Committee should disapprove the plans and specification submitted hereunder, or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement in writing setting forth the grounds upon which such action was based. In any such case, the Architectural Committee shall make reasonable efforts to assist and advise the applicant in order that an acceptable proposal can be prepared and submitted for approval. However, the final decision of the Architectural Committee is binding.

All homes will comply with PRD architectural standards as a minimum.

COVENANT FOR MAINTENANCE

The Declarant, for each Lot, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) annual assessments or charges, (ii) special assessments for capital improvements, and (iii) additional assessments, all such assessments to be established and collected as set forth in the bylaws of the Association, as amended from time to time. The assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made.

The Association may establish and enforce the lien for any assessment pursuant to the Utah Contract Lien Act. The lien may be established and enforced for damages, costs of collection, late charges permitted by law, and attorney's fees. The Association may bring and action at law against the Owner of the Lot for damages, costs, late charges and attorney's fees without waiving any other any other right it may have with regard to collection of these items.

RESERVED RIGHTS OF DECLARANT

Grading. Declarant reserves unto itself, its successors and assigns, the right at or after the time of grading of any street or any part thereof for any purpose, to enter upon any abutting Lot and grade a portion of such Lot adjacent to such street, provided such grading does not materially interfere with the use or occupancy of a residence built or to be built on such Lot, by said Declarant shall not be under any obligation or duty to do such grading or to maintain any slope.

Easement for Utilities. Declarant necessary or advisable to provide adequate service to any lot now or hereafter laid out or established on the Property. Declarant further reserves those utility easements along the front and side yards of each Lot as depicted on the Plat.

Signs. Declarant reserves the right to erect signage as relates to the development.

ANNEXATION OF ADDITIONAL LAND

Additional land may be annexed to the Property and made residential Lots of the Property by Declarant without the concurrence or consent of the Association or Owners of Lots.

Any annexation made to the Property shall be done and become effective upon recording amendment to the Declaration by Declarant among the Land Records of Utah County, specifying the additional land to be annexed to the Property.

GENERAL PROVISIONS

Amendment. This Declaration may be amended by an instrument signed by no less than eighty percent (80%) of the Lot Owners and by Declarant, and recorded among the Land Records of Utah County, Utah. Provided, however, the provisions hereof with regard to "green space" may not be amended or revoked. Any changed would require approval from Lehi City.

Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Lehi City may enforce at their discretion any provision in the CC&R's.

WITNESS the name of Declarant by Renato Fuchs, who, being authorized to do so, executes this Declaration on behalf of Declarant.

DECLARANT
BY: *[Signature]*
Renato Fuchs

STATE OF UTAH, UTAH COUNTY, to-wit:

I HEREBY CERTIFY that on this 10 day of October, 2005, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Renato Fuchs who acknowledged himself to be the designated representative of Declarant and, being authorized to do so, executed the a foregoing instrument on behalf of Declarant for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires: 4-7-07

Noreen Edwards : Notary Public

