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When recorded, Return to:

Park Meadows Development L.L.C.  
1185 W. 2400 So.  
Mapleton, UT 84664

49454

ENT 22458:2001 PG 1 of 7  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
2001 Mar 09 4:40 pm FEE 63.00 BY AC  
RECORDED FOR SECURITY TITLE AND ABSTRACT

**DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS**

This Declaration of Covenants, Conditions and Restrictions ("Declaration") is made as of this March, 9 2001, by Park Meadows Development, a Utah limited liability company ("Declarant").

**RECITALS:**

A. Declarant is the owner of the following-described land situated in the city of Mapleton, Utah county, state of Utah, more particularly described as follows: Lots #1 through #42 of Park Meadows Estates subdivision, and all Phases according to the Official Plat Record in the Office of the County Recorder of Utah. This Declaration of covenants and restrictions shall exclude lot #13, Assisted Care Facility, #14, Retention Basin, #35, Existing home and #37, Existing home, of Park Meadows Estates subdivision.

B. All of the foregoing lots shall sometimes be referred to in this Declaration collectively as "Lots," and one of the Lots shall be referred to in this Declaration as a "Lot."

C. Declarant is executing this Declaration for the benefit and protection of the Lots, Declarant, and other owners thereof.

NOW THEREFORE, Declarant hereby declares as follows:

Section 1: Effect of Declaration. The covenants, conditions and restrictions contained in this Declaration shall constitute covenants running with the land of each Lot and shall restrict and govern the use of each Lot regardless of the subsequent sale or transfer thereof.

Section 2: Architectural Control. The Architectural Control Committee shall be composed of the Board of Directors of Park Meadows Development, L.L.C. A Majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members of the committee shall have full authority to select a successor, from among property owners who are currently residing in the subdivision. The committee shall consist of three (3) members who shall be appointed by the initial owner/ developer. Any two members in agreement shall constitute the Architecture and Landscape Committee to act on Committee business and these two shall affix their signatures to any plans or correspondence describing the action they have taken. On occasions when a member of the committee shall be in

opposition, a majority of two shall govern, except the initial Committee which requires the signature and action of only one of the initial owners/developers. The Committee has the authority to judge buildings, materials, fences, landscaping, ect., on whatever basis available to it with the aim of preserving what it feels are the best interests of the property owners represented. These shall include, but not be limited to, aesthetics, reasonable protection of views, permanence of materials, ect. Neither members of the committee, or its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. All decisions of the Committee shall be final.

a. Within 15 days from receipt of a complete submission, the Committee will review plans and make an initial determination whether or not the plans comply with the conditions imposed by the Declaration. If they do not, the plans will be rejected. If they are in compliance, the Committee will approve the plans. Owners may desire to submit preliminary plans for review. The Committee will review preliminary plans, and make its comments known to the Owner, provided, however, that no preliminary approval is to be considered, a final approval, and Upon approval, the committee and the Owner will each sign a copy of the plans, which shall be left with the committee. Any construction that is not in strict compliance with the approved plans is prohibited.

Section 3: Other Architectural Control. Declarant shall have the right to determine the general style, materials, color and design of the residences to be constructed on the Lots, so long as all of the residences are reasonably compatible with each other as to those attributes. At such time that the Developer elects to resign, the afore mentioned Owners/Developers and his assignees shall be released from responsibility of the committee. In the event of the death or resignation of two or more Committee members, three new members shall be elected by vote of the property owners who are currently residing in the subdivision.

Section 4: Lots and Square Foot Requirements: Lots shall be used for residential and related purposes in accordance with Mapleton city's Zoning and ordinance requirements. No building shall be erected, altered, placed, or permitted to remain on any lot other than one (1) family dwelling not to exceed two (2) stories in height, a private garage for not less than two vehicles and one barn and outbuilding, as defined hereafter. Every single family dwelling shall have a minimum living area above ground of one thousand nine hundred (1,900) square feet, for a single level residence, Two story homes must have a minimum square footage of 2,400 square feet of living area above ground. All homes must be erected on site. No mobile homes, prefabricated, preconstructed or split level homes will be allowed.

Section 5: Exterior: All exteriors of Dwellings and Garages shall consist of a minimum of 70% brick, stone veneer, rock and or cultured stone, No aluminum or vinyl siding shall be allowed, Keystones, corner quoins, and other cast trims will be encouraged, based on design. Partial wood siding, or stucco shall be approved through the

Architectural Control Committee. Stucco shall be of a high-quality, synthetic brand such as Drivit or sto brands. Use of manufacturers' warranted methods of installation (i.e., EIFS) is encouraged. Exterior areas approved for trims must be as designated on approved design. Once a residence is constructed, the owner (s) of the lot upon which it is situated shall maintain the residence in a state of good condition and repair. To maintain a degree of protection to the investment which homeowners in this subdivision make, homes of superior design are requisite. Designs shall be limited to those prepared by architects or by qualified residential designers of outstanding ability whose previous work may be reviewed as part of the approval process.

Section 6: Roof, Soffit, and Facia. Roof material shall be restricted to wood shingles or shakes, slate, or tile, any asphalt shingles shall be of Architectural grade or better. The minimum roof pitch guidelines on all major sections shall be as follows: for single-story homes 8/12 pitch and for 2-story homes 6/12 pitch, with all designs of the roof ( including pitch), soffit and facia material subject to the approval of the Architectural Control Committee.

Section 7: Garages. Each Living Unit shall include an attached garage which must be fully enclosed and accommodate a minimum of two cars (minimum 400 sq. ft.). Such garages shall be for the enclosure of the regularly operated vehicles of the residents of the Living Unit, not for storage or other uses which would prevent such enclosure from its intended use. Carports and other open storage areas are not acceptable. Accessory buildings or detached garages which will accommodate two or more vehicles shall be permitted behind the main structure or at a sixty-foot setback from the front of the lot may be allowed only with the approval of the Architectural Control Committee.

Section 8: Outbuildings. Detached accessory buildings such as additional garages, storage for recreational vehicles, barns, or storage for yard maintenance equipment shall be allowed, and/or encouraged, subject to approval by the Architectural Control Committee, if said buildings.

- a. Meet all applicable zoning with respect to size or location, or any other requirements, including the avoidance of recorded easements;
- b. The maximum ground coverage of a barn shall be 2000 square feet and the maximum ridge line height shall be 28 feet.
- c. They are not located adjacent to the front setback of the lot or closer than twenty feet from any dwelling or another outbuilding.
- d. Dwelling to be constructed first. No garage, barn, storage unit, or other out building may be constructed prior to the construction of the dwelling on the lot. It must be of an attractive design and excellent construction, approved by the Architectural Control Committee.

Section 9: Easements. Easements for installations and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed, or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. All power and telephone lines must be run underground except those as currently existing as of the date of final plat recording at the Utah County Records Office.

Section 10: Signs. No signs, billboards, or advertising structures may be erected or displayed on any lots herein before described or parts or portions thereof, Except that a single sign, not more than 3' x 5' in size advertising specific unit for sale or house for rent or a construction sign, may be displayed on the premises affected. The other exceptions will be signs that are deemed necessary by the original owner/developer of the subdivision, and such signs must be removed at such time that all the lots in the subdivision are sold. All sign placement shall be in accordance with local City ordinances then in effect.

Section 11: Temporary Structure. No structures of a temporary character, trailer, tent, shack, barn or other outbuildings shall be used on any Lot at any time as a residence, either temporarily or permanently. 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 or between the curb and the property line.

Section 12: Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. No trash, ashes, or any other refuse may be dumped, thrown, or otherwise disposed of, on any lot herein described. No noxious or offensive activity shall be carried out upon any lot. All homes must subscribe to a city garbage disposal service. If garbage receptacles are kept out of garage area, homeowners will be responsible to provide an enclosed area, out of street sight and behind the set back line, for storage of trash receptacles.

Section 13: Landscaping. All lots minimum required frontages (according to the zone) must be fully landscaped from curb including parking strips to rear line of the house. A minimum of 30 feet beyond each side of home or to property line must be completely landscaped and maintained as yard henceforth and forever. This shall be completed within one (1) year of occupancy. Rear yards are to be completed within (2) years of occupancy.

Section 14: Fencing. No fence or other similar structure shall be erected in any required front yard of a dwelling to a height in excess of three and one-half feet; nor shall any fence or other similar structure be erected in any side or rear yard to a height in

excess of six feet. On corner lots, no fence or other similar structure shall be erected in any yard bordering a street or front yard of an adjoining lot to a height in excess of three and one-half feet. White vinyl fencing material is encouraged.

Section 15: Parking and Storage. No inoperative automobile shall be placed or remain on any driveway or adjacent street for more than 48 hours. No commercial type vehicles and no trucks shall be parked or stored on the front yard setback of any lot, or within the side yard building setback on the street side of a corner lot, or on the residential street except while engaged in transportation. Trailers, mobile homes, trucks over 3/4 ton capacity, boats, campers not on a truck bed, motor homes, buses, tractors and maintenance or commercial equipment of any kind shall be parked or stored behind the front yard setback in an enclosed area screened from street view. Sufficient access should be planned and provided for in the designing of the home, to permit storage of trailers and recreational type vehicles on the side and rear yards. The storage or accumulation of junk, trash, manure or other offensive or commercial material is prohibited. Facilities for handling drying or airing clothing or household fabrics shall be appropriately screened from view. No pads used for the storage of vehicles, or other material either temporarily or permanently shall be constructed within the front yard set back requirements of a given lot. The front yard shall remain unoccupied and unobstructed by buildings, vehicles, or any other item deemed a nuisance by the Architectural Committee from this time henceforth and forever.

Section 16: Maintenance. Every lot in this subdivision, including the improvements, shall be kept in good repair and maintained by the owner thereof in a clean, safe and attractive condition. Weeds must be controlled. Lots cannot be used for storage of excess items, unused equipment or things that may be deemed an eye sore by the Architectural Control Committee.

Section 17: Amendment. So long as Declarant shall be an owner of any of the lots, he shall have the right to amend this Declaration as he deems appropriate. Subject to the right of the declarant under the preceding sentence to amend this Declaration, this Declaration may be amended only by the consent of persons owning at least 19 of the lots. In the event a particular lot is owned by more than one person, the consent of the owners of that lot shall not be deemed to be given any amendment unless 100% of the owners of that lot agree.

For purposes of this Section, the term "persons" shall include any individual, corporation, partnership, limited liability company, or other organization recognized by law as being capable of holding title to real property.

Section 18: Severability. Should any provision of this Declaration be deemed unenforceable for any reason, the remaining provisions of this Declaration shall continue in full force and effect to the extent permitted by law.

Section 19: Enforcement. Every owner of a lot, whether owning it alone or jointly with another person, shall comply strictly with the provisions of this Declaration, and failure to comply shall be grounds for action to recover sums due for damages, for injunctive relief, or both, maintainable by Declarant or by any other owner or co-owner of a lot. In the event of violation of any of these covenants, the Architecture and Landscape Committee is authorized and empowered to take such action as may be necessary to enforce or enjoin the violators of these covenants, it being understood and agreed by all of the signatories hereto that the costs, including attorney's fees, of such enforcement shall be borne by property owners proportionately to the acreage of each Lot in the subdivision. It being also understood and agreed by all of the signatories hereto, that if such aforementioned signatories violate the provisions of these covenants, and are proven at fault, they agree to pay the reasonable costs and attorney's fees necessary to enforce the provisions of these covenants and restrictions. If such debt remains unpaid 90 days beyond the date notice is tendered to the violator, a lien shall be recorded against the Lot where the violation has occurred.

SECTION 20: Paving. Driveways, walkways, and other flat paved areas must be broom-finished concrete, stamped-finished concrete, quarry tile, brick, or paving blocks. If driveways are more than (70) feet long Asphalt may be allowed provided they are bordered and accented by one of the above described materials. Gravel or other types of paving areas are only permitted for access and egress of rear of lot. And only if agreed upon by the Architectural Control Committee.

SECTION 21: Construction. Lot owners are responsible for any damage to the curb, gutter, sidewalk, and streets caused by their building contractors during the construction period. Lot owners are also responsible for construction material, garbage or debris during the construction process. Excavation dirt shall not be permitted on any street or sidewalk. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any lot. No odors or loud noises shall be permitted to arise or emit there from, so as to render any such lot or any portion thereof, or activity thereon, unsanitary, unsightly, offensive or detrimental to any other lot in the vicinity thereof or to the occupant of other such lot. Normal construction activities and parking in connection with the building of improvements on a lot shall not be considered a nuisance or otherwise prohibited by this declaration, but lots shall be kept in a neat and tidy condition during construction periods. Trash and debris shall not be permitted to accumulate, and supplies of brick, block, lumber, and other building materials will be piled only in such areas as may be approved by the Architectural Control Committee.

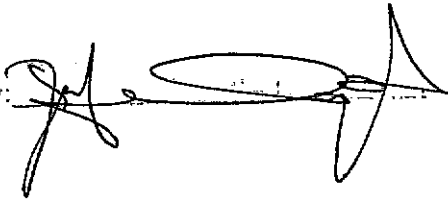
SECTION 22: Topical headings. The headings appearing at the beginnings of the paragraphs of this Declaration are only for convenience or reference and are not intended to describe, interpret, define, or otherwise effect the content, meaning or intent of the language of this Declaration exclusive of such headings.

SECTION 23: Effective Date. This Declaration shall become effective upon its recordation in the Office of the County Recorder of Utah County, State of Utah.

The Architectural Control Committee believes that awareness and enforcement of the Restrictive covenants will maintain and enhance the desirability of Park Meadows Estates for all residents.

IN WITNESS WHEREOF, the undersigned, being the Declarant, has caused this instrument to be executed this 9 day of March 2001.

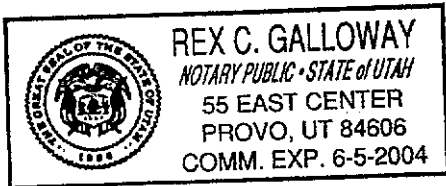
Park Meadows Development  
a Utah Limited Liability Company

By: 

STATE OF UTAH

COUNTY OF UTAH

The foregoing instrument was acknowledged before me this 9 day of March 2001, by ROLF J. WALPOLE of Park Meadows Development, a Utah Limited Liability Company.



  
NOTARY PUBLIC