

ENTRY NO. 00293229

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Restrictive Covenants PAGE 1 / 12
CRAIG J. SPERRY, JUAB COUNTY RECORDER
FEE \$ 160.00 BY JUAB TITLE & ABSTRACT COMPANY



**CHAPEL VIEW ESTATES SUBDIVISION
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Patrick L. Painter, Trustee of the J.L. AND Z.D.W. PAINTER IRREVOCABLE TRUST dated January 1, 1986 (hereafter "Developer") is the developer of certain real property located in Nephi, Juab County, State of Utah, identified as CHAPEL VIEW ESTATES SUBDIVISION, being more particularly described in Addendum "A" attached hereto and made a part hereof (referred to herein as "the Property");

WHEREAS, Developer shall cause such property to be conveyed subject to certain protective covenants, conditions and restrictions as hereinafter set forth.

NOW, THEREFORE, Developer hereby declares that all of the Property described in Addendum "A" shall be held, sold and conveyed subject to the following covenants, conditions and restrictions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property.

1. Land Use and Building Type: No Lot shall be used except for residential purposes and such home-based businesses as do not require additional customer parking. No building shall be erected, altered, placed or permitted to remain on any property other than one detached single-family dwelling not to exceed two stories in height. Every dwelling shall have as a minimum a two-car garage. All residences shall have a concrete paved driveway connecting the parking with a street allowing safe ingress and egress. All residences shall install air conditioning or other heating or cooling units in such a manner that they may not be observed from any street immediately adjacent to the residence or shall install them behind landscaping or architectural features, walls, or fences. All construction shall be of new materials, except that used brick may be used with the prior written approval of the Architectural Control Committee (hereafter referred to as the "Committee").

2. Care and Maintenance of Lots: The owner(s) of each Lot shall keep the Lot free from rubbish, litter and noxious weeds. All structures, landscaping and improvements shall be maintained in good condition and repair at all times.

3. Nuisances: No noxious or offensive activity shall be carried out on any Lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No Lot shall be used for any illegal purpose.

4. Temporary Structures: No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently. No lumber, material or bulk materials shall be kept, stored or allowed to accumulate on any Lot except building or other materials to be used in connection with any construction, alteration or improvement approved in accordance with the terms hereof.

5. Signs: No signs of any kind shall be displayed to the public view on any Lot, except one sign of not more than one square foot for identification (numbering) purposes. One sign of not more than six square feet may be used for advertising the property for sale or rent. Notwithstanding the foregoing, Developer, contractors, or financial institutions during the construction of any improvements or structures may install signs up to forty-eight square feet.

6. Livestock and Poultry: No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that two dogs or two cats as household pets, may be kept provided that they are not kept, bred or maintained for any commercial purpose and are restricted to the owner's premises or on a leash under the handler's control. Any structure constructed or placed on any Lot to contain or house any pet on the Lot Owner's premises shall conform to the construction requirements of paragraph (H,2) and or paragraph (H,7) of "ADDENDUM B", (RULES AND REGULATIONS OF THE ARCHITECTURAL CONTROL COMMITTEE). Materials of steel, steel pipe, steel posts, steel mesh, wire, wire mesh or any type of agricultural containment pen are prohibited. No exotic pets, wild animals, snakes, reptiles or aggressive dogs shall be kept on any Lot. Aggressive breeds of dogs (Pit Bulls, Rottweilers, Dobermans, Blue Healers, etc.) are expressly prohibited. Any and all pets weighing over one hundred (100) pounds are prohibited. Pets shall not be kept if they create noise or exhibit aggressive behavior that, in the opinion of the Committee, constitutes a nuisance or a hazard to public safety.

7. Garbage and Refuse Disposal: No Lot shall be used or maintained for the dumping of rubbish. Garbage, noxious smelling materials, or other wastes shall not be kept except only in sanitary containers. No unsightly materials or other objects are to be stored on any Lot in view of the general public or neighboring Lot Owners.

8. Landscaping: Within 240 days from the issuance of a certificate of occupancy, a Lot shall be landscaped in a manner providing that all unpaved portions of front yards or side yards visible from the street shall be planted in either grass or other groundcover acceptable to the Committee. Utility structures and facilities including, but not limited to, water lines, sewer lines, natural gas lines, electrical and communication facilities, etc., have been and may be placed in the future within the City-owned easement/right-of-way as designated on the Subdivision Plat Map. Lot Owners cannot and shall not impair the ability of any utility provider or Nephi City to replace, repair, or install any utility structure or facility within the utility easement. Any and all costs to restore this area back to its original state after utility repair, replacement, or installation shall be borne by the Lot Owner. To conserve water, the use of drought tolerant, trees, flowers, shrubs, and grasses shall be encouraged. All irrigation systems shall contain automatic controls to conserve water. Landscaping shall be maintained at a reasonable standard compatible with other homes in the subdivision. Shrub and tree planting on corner Lots shall be located so as not to create a hazard for the movement of vehicles along streets. No trees or shrubs shall be planted on any street corner. Undeveloped Lots shall be kept free of all tall weeds by the owner(s) of said Lots. Should excessive growth occur, the owner shall be notified of such condition and shall be given thirty (30) days to correct the same, after which time the Committee, or the City of Nephi may order the removal or correction and the expense be charged to the owner of the undeveloped Lot or Lots.

9. Paving: All driveways, walkways, parking areas and other areas of similar nature shall be paved with concrete in accordance with the approved plans and specification within 60 days of completion of buildings or improvements erected upon the subject Lot. However, during the time that frost levels prohibit installation of concrete driveways and walks the time for installation will be extended until concrete can safely be installed after thawing. All driveways must meet and be flush with the curb at the line where the driveway meets the curb. This declaration requires compliance with the minimum driveway width in "ADDENDUM B". The Committee may require construction of additional driveway areas at the Lot Owner's sole expense if excess vehicles are parked on areas other than paved driveways.

10. Storage of Materials: During construction and for a period of 60 days after completion, a Lot may be used for the storage of materials used in the construction of the building or improvement. The total storage period shall not exceed 180 days unless specifically approved by the Committee.

11. Fences, Walls, Hedges, and Shrubs: Fences, walls, and hedges may be erected or planted in rear yards and side yards not extending beyond the front line of the dwelling to a height not exceeding 6 feet. Fences, walls, and hedges may be erected or planted on remaining side yards and property lines not to exceed 4 feet. No fence, wall, hedge, shrub or other structure shall be placed along any front property line. No fence, wall, hedge, tree, plant, shrub or foliage shall be planted, kept or maintained in any manner as, in the opinion of the Committee, shall create a serious potential hazard or aesthetically offensive appearance.

12. Sight Distance at Intersections: No fence, wall, or hedge, which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the projected street-curb lines and a line connecting them at points 30 feet from the intersection of the street-curb lines extended. The same sight line limitations shall apply on a driveway or alley. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

13. Inoperable Vehicles: Motor vehicles that are inoperable shall not be permitted to accumulate upon any street or Lot. No automobile, recreation or commercial vehicle, other motorized vehicle, or any portion thereof, shall be dismantled, rebuilt, serviced, repaired or repainted on or in front of any Lot unless performed within a completely enclosed garage or other structure, or behind a vinyl or masonry privacy fence located on the Lot which screens the sight and sound of such activity from the public streets and neighboring Lots. The foregoing restriction shall not be deemed to prevent temporarily parking for loading or unloading of such vehicles.

14. Slope, and Drainage Control: No structure, planting, or other material, shall be placed or permitted to remain, or other activities undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of flow of drainage channels. The slope control areas of each Lot and all improvements in them shall be maintained continuously by the owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

15. Damages to Subdivision Improvements: Any damage inflicted on existing improvements such as curbs, gutters, streets, concrete sidewalks and such, by the purchaser or owner and/or their agents or contractors of any particular Lot in this subdivision must be repaired as soon as possible after such damage is discovered, and the expense of such repair shall be borne by the purchaser or owner.

16. Architectural Control Committee: The Developer shall appoint an Architectural Control Committee (the "Committee"), consisting of three persons, one of whom shall be knowledgeable in the area of residential development. The Developer shall have the power to create and fill vacancies on the Committee until the Developer shall relinquish this power when 95% of the Lots in the subdivision have been sold, or when a structure has been constructed on 90% of the Lots in CHAPEL VIEW ESTATES SUBDIVISION and such structures are occupied, whichever event first occurs. When the Developer ceases to have this power, it shall give written notice of this event to each property owner and thereafter the property owners in CHAPEL VIEW ESTATES SUBDIVISION shall within sixty (60) calendar days select new members of the Committee by one vote for each Lot. The initial Committee members shall be elected for terms of one, two, and three years each, and thereafter Committee members shall be elected for terms of three years. No construction of any kind may occur without the written consent of the majority of the Committee except for any church as provided in Section 1 above. No member of the Committee shall receive any compensation or make any charge for services rendered. The Committee shall adopt reasonable rules and regulations for the conduct of its proceedings and to carry out its duties and may fix the time and place for its regular meetings and such extraordinary meetings as may be necessary, and shall keep written minutes of its meetings, which shall be open for inspection upon request. The Committee shall, by majority vote, elect one of its members as chairman and one of its members as secretary and the duties of each will be such as usually appertain to such offices. The Committee shall meet monthly or more often on a regular basis as determined by the Committee. The Committee shall have power, by majority vote, to promulgate rules and regulations to guide it in its activities. The initial rules and regulations, subject to amendment by the Committee, are attached as Addendum B. After the Developer ceases to have the power to create and fill vacancies on the Committee as described in this Section 17, any rule or regulation may be amended, adopted or repealed by majority vote of the property owners, by one vote for each Lot.

17. Severability: In the event that any provision, restriction, covenant or condition is found to be invalid by a court of competent jurisdiction, the remaining provisions, restrictions, covenants and conditions shall remain in full force and effect.

18. Duration: This Declaration shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of 25 years from the date of recording of this Declaration, after which time this Declaration shall be automatically extended for successive periods of 10 years unless an instrument, signed by of the then owners of two-thirds (2/3) of the Lots, has been recorded agreeing to amend or terminate such Declaration.

19. Amendment: This Declaration may be amended by a written document signed by the owners of three-fourths (3/4) of the Lots in the subdivision, or by the Developer pursuant to the terms of Section 22.01. After the Developer ceases to have power to create and fill vacancies on the Committee as described in Section 17, above, this Declaration may be amended by a written document signed by the owners of two-thirds (2/3) of the Lots in the subdivision.

20. Definitions. When used in this Declaration (including that portion hereof captioned "Recitals") each of the following terms used shall have the meaning indicated.

20.01 Association of Lot Owners or the Association means and refers to the Lot Owners acting as a group in accordance with this Declaration and the Declaration filed for **Chapel View Estates Subdivision** as amended and/or restated.

20.02 Bylaws means and refers to the Bylaws of the Association as hereafter adopted.

20.03 Common Areas or Common Areas and Facilities means, refers to, and includes the real property and interests in real property which this Declaration submits as common areas or facilities and designated as common area or facilities on the subdivision plat including all structures, facilities, and improvements placed thereon.

20.04 Common Expenses means and refers to all items and sums which are lawfully assessed against the Lot Owners in accordance with the provisions of this Declaration and such rules, regulations and other determinations and agreements pertaining as the Management Committee or the Association may adopt from time to time.

20.05 Declaration means and refers to this Declaration as the same may hereafter be supplemented or amended in accordance with applicable Utah law and the provisions hereof.

20.06 Lot means and refers to any Lot shown on the above described map together with the home and other improvements intended for independent use; together with any undivided interest in and to the Common Areas and Facilities appertaining to that Lot, and shall include anything located within boundaries of each Lot shown.

20.07 Lot Owner means and refers to the person or persons owning a fee simple interest in a Lot. The Developer shall be deemed to be the Lot Owner of all completed but unsold Lots. In the event a Lot is the subject of an executory contract of sale, the buyer, unless the seller and the buyer have otherwise agreed and have informed the Committee in writing of such agreement, shall be considered the Lot Owner for all purposes.

20.08 Management Committee or Committee means and refers to the Committee as provided in this Declaration charged with and having the responsibility and authority to administer the Project and to make and to enforce reasonable rules and regulations covering the operation and maintenance thereof.

20.09 Member means and refers to a Lot Owner as a Member of the Association.

20.10 Project means and refers to **Chapel View Estates Subdivision** as the same shall exist from time to time as more particularly described in the map of Chapel View Estates Subdivision on file in the office of County Recorder of Juab County, State of Utah as Map Number 382 in Book 594 at Page 510 and Entry Number 293221.

20.11 Subdivision Plat Map means and refers to the Subdivision Plat Map entitled **Chapel View Estates** Subdivision filed concurrently herewith with the Juab County Recorder Juab County, Utah, executed and acknowledged by Developer, consisting of one (1) sheet each prepared by Ludlow Engineering & Land Surveying, as the Subdivision Plat Map may hereafter be modified, supplemented or amended in accordance with law and the provisions hereof.

21. Common Area Regulations: The Developer at its (his/her) option may designate one or more Lots as Common Area and construct structures and other improvements for recreational purposes. If the Developer exercises any of these options the following provisions shall apply to all owners of all Lots conveyed prior to the time Developer exercises any of these options:

21.01 Association Required for Common Areas: At any time prior to the sale of one hundred percent (100%) of the Lots or seventy-five percent (75%) of the Lots having completed structures thereon, if the Developer elects, in its discretion, not to designate one or more Lots as common area, the Developer may then, in its discretion, elect to amend this Declaration to remove any requirement for an Association to be created or maintained. Such amendment shall be recorded and shall nullify the Association membership requirements in Section 22.03 and any duties or obligations related to the Common Areas and Facilities.

21.02 No Separation. No part of a Lot, nor any part of the legal rights comprising ownership of a Lot, may be separated from any other part thereof during the period that this declaration shall remain in effect, so that each Lot, and the undivided interest in and to the common areas appurtenant to such Lot, shall always be conveyed, devised, encumbered, and otherwise affected only together and may never be separated from one another. Every gift, devise, bequest, transfer, encumbrance or other disposition of a Lot or any part thereof, shall constitute a gift, devise, bequest, transfer, encumbrance, or conveyance, respectively, of the entire Lot, together with all appurtenant rights created by law or by this Declaration.

21.03 Membership in Association. Every Lot Owner shall be a Member of the Association of Lot Owners. Membership in the Association shall be mandatory, shall be appurtenant to, and shall not be separated from the Lot to which it appertains, except that members attending any church constructed within Chapel View Estates Subdivision shall not by such membership alone be entitled to use any common area recreational facilities.

21.04 Undivided Interest in Common Areas. Each Lot Owner shall have, for each Lot owned, an equal, undivided ownership interest in and to the Common Areas except any church constructed within Chapel View Estates Subdivision as provided in Section 1 above shall not have an undivided interest within any recreational facilities designated as common area, nor shall it be subject to common area charges as provided in paragraph 22.06 below for such recreational facilities.

21.05 No Partition. The Common Areas and Facilities shall be owned in common by all the Lot Owners and no Lot Owner may bring any action for partition thereof.

21.06 Use of Common Areas. Subject to the limitations contained in this Declaration, each Lot owner shall have the nonexclusive right to use and enjoy the Common Areas designated herein or on the Subdivision Plat Map which appertain to the Lot owned. Patrick L. Painter, the agent of the developer, shall have the right to use any common areas with his family members and guests in perpetuity subject to the then current rules regarding use of the common area facilities.

21.07 Duty of Owner to Pay Taxes on Lot Owned. It is understood that each Lot (and its percentage of the undivided interest in and to the Common Areas) in the Project is subject to separate assessment and taxation of each taxing authority and special district which has such jurisdiction over the Project for all types of taxes and assessments authorized by law, and that as a result thereof no taxes will be assessed or levied against the Project as such. Accordingly, each Lot Owner will pay and discharge any and all taxes and assessments which may be assessed against such Lot Owner relative to the Lot owned.

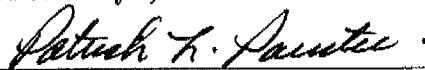
21.08 Duty to Pay Association Assessments. Each Lot Owner is obligated to pay and discharge all assessments and charges levied by the Association as set forth herein.

21.09 Lot Maintenance. Each Lot Owner shall, at his own cost and expense shall repair, and maintain in a clean and sanitary condition his/her Lot as provided by this declaration or any rules promulgated under the authority of this declaration, the ordinances of any municipality, the county or the laws of the State of Utah.

22. Developer Exempted: The Developer is exempt from all constraints in this Declaration except the duty to pay any applicable common area assessment for each Lot owned or improved.


Dated: January 6, 2020

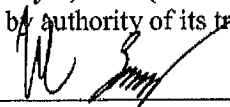
**J.L. and Z.D.W. Painter Irrevocable Trust
dated January 1, 1986**


Patrick L. Painter, Trustee and Developer

STATE OF UTAH)
 :SS
COUNTY OF JUAB)

On this 6th day of January, 2020, personally appeared before me Patrick L. Painter, Trustee of the **J.L. and Z.D.W. Painter Irrevocable Trust dated January 1, 1986** (Developer), who duly acknowledge to me that he executed the same on behalf of said Trust by authority of its trust agreement.

 MICHAEL SPERRY
NOTARY PUBLIC • STATE OF UTAH
COMMISSION# 706317
COMM. EXP. 05-15-2023



Notary Public

"ADDENDUM A"

CHAPEL VIEW ESTATES SUBDIVISION
PROPERTY DESCRIPTION

Parcel No. XA3A-0500-CVE01 through XA3A-0500-CVE70: All of Lots 1 through 70 of Chapel View Estates Subdivision according to the official plat thereof filed as Entry No. 293221 and as Map No. 382 in the Office of the Juab County Recorder.

“ADDENDUM B”

RULES AND REGULATIONS OF THE
ARCHITECTURAL CONTROL COMMITTEE

While the controls exercised by the Architectural Control Committee (hereafter referred to as the “Committee”) must be maintained, the Committee does not intend to stifle innovative designs or architectural freedom. If any design elements of a prospective home appear to be in conflict with the controls or recommendations set forth, such conflicts must be resolved by the Committee and will, whenever possible, be resolved in favor of aesthetic and design quality.

The guidelines and restrictions contained herein are consistent with the provisions of the recorded covenants of CHAPEL VIEW ESTATES SUBDIVISION. The protective covenants for CHAPEL VIEW ESTATES SUBDIVISION are on record in the office of the Recorder, Juab County, Utah, at 160 North Main, Nephi, Utah. 84648. Any violations of these guidelines, or the restrictions or protective covenants may result in required changes to floor plans, colors, materials, etc. at the owner's and/or contractor's expense.

No construction shall begin on any Lot within CHAPEL VIEW ESTATES SUBDIVISION prior to obtaining a building permit from the City of Nephi Building Inspector. A set of drawings and specifications with CHAPEL VIEW ESTATES SUBDIVISION stamp of approval must be submitted to the building inspector to obtain a permit. This stamp of approval will be given upon compliance with all provisions stated in the protective covenants and conditions and these rules and regulations and by execution of the final agreement page of these rules by the owner(s) and/or contractor(s) legally responsible for the project.

SECTION “A”

THREE (3) complete sets of plans shall be submitted to the Committee and shall contain the minimum exhibits as listed below. Two (2) sets will be stamped and returned, one for the City building inspector and one for construction use.

A. SITE PLAN

1. Scale 1/8" = 1' or 3" = 10'. Scale must be noted.
2. Indicate Lot number and Address.
3. Indicate setback from street.
4. Indicate grade elevations at front corners of Lot and finished floor elevations.
5. Location of the HVAC unit shall be noted. No HVAC unit will be placed on the roof.

B. FLOOR PLAN

1. Scale 1/4" = 1' 0". Show over all dimensions.

2. Indicate window and door locations and sizes.

3. Show location of all HVAC units, satellite dishes, and any other mechanical and/or non-mechanical devices. Location of these items must be in the rear of the house or out of street view. (Special consideration will be given when rear installation is not feasible. In such a situation, the unit must be screened from the street view with materials compatible with materials used in the construction of the house.)

C. ELEVATIONS

1. Scale 1/4" = 1' 0".

D. COLOR SCHEMES AND EXTERIOR MATERIALS

1. The color scheme should complement the neighborhood. The Committee reserves the right to reject any scheme it deems not consistent with the area.

2. The general design expressed in the front of the house must continue to each side elevation.

3. Innovative designs used on the front of the house using stone, brick or other materials will be considered on an individual basis.

4. Exterior walls of rock, stone, brick, cement board or stucco are required.

5. The front exterior wall must have at a minimum 40% rock, stone or brick.

E. CONSTRUCTION AND MATERIALS WHICH ARE NOT ACCEPTABLE

1. Log houses.

2. Pre-manufactured houses.

3. Earth sheltered or berm houses.

4. Re-located houses.

G. HEIGHT OF HOUSE

1. No house will exceed twenty-seven and one-half (27.5) feet from street frontage view.

2. All houses proposed to be over ONE story in height will be examined by the Committee as to the aesthetic value for adjoining houses, Lots and/or their views. The Committee has the right to restrict the height of a house if it unduly restricts a neighbor's view.

H. SIZE OF HOUSE, LANDSCAPING, AND SPECIAL RESTRICTIONS

1. The outside measurement of each house will not be less than fifteen hundred (1,500) square feet on the main floor, exclusive of garages, porches, patios, and/or storage.

2. All storage units, detached garages, etc., are to have the same design and materials as the main dwelling.
 3. All homes are to have as a minimum a TWO-CAR garage attached or detached and shall have a driveway at least 22 feet wide. It is the express intent of this provision that vehicles of residents and visitors will be parked in the garage or driveway rather than on the street.
 4. Fences and walls will follow the Nephi City zoning requirements.
 5. All required landscaping (as outlined in paragraph 8 of the Declaration) will be completed within 240 days after the date of occupancy.
 6. Campers, boats, pickups, cars and other recreational and commercial vehicles must be kept in a garage or on a concrete (or other suitable material) pad at the side or in the rear of the house. The Committee may require the Lot Owner to install a privacy fence at the Lot Owner's sole expense if the accumulation of vehicles creates a potential hazard or aesthetically offensive appearance.
 7. All fences or walls around houses shall be of vinyl or masonry materials and shall conform to the Nephi zoning requirements. No chain link, wood, or wire fences/walls will be allowed.
 8. Blasting of any kind will not be allowed.
- I. Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Structures of any type are prohibited within these easements. Plants or other materials may be placed or permitted to remain within such easements which will not damage utilities, or which will not change the direction of flow of drainage channels in the easements, or which will not obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the owner of the Lot except for those improvements for which a public authority or utility is responsible.

SECTION "B"

DURING THE COURSE OF CONSTRUCTION, APPLICANT AND CONTRACTOR WILL COMPLY WITH THE FOLLOWING CONDITIONS AND AGREEMENTS.

- A. DAILY: All garbage and construction waste materials must be kept in a container.
- B. DAILY: No materials may be stored, piled or put on any adjacent lots or roads.
- C. DAILY: The volume of stereos, radios or any equipment must be maintained at a LOW LEVEL that does not disturb the quiet peace and enjoyment of adjoining property owners or the surrounding neighborhood.

SECTION "C"

REFUNDS OR FORFEITURES OF DEPOSITS

- A. The Lot Owner ("Applicant") shall include a deposit of FIVE HUNDRED DOLLARS (\$500.00) with each submission for consideration by the Committee.
- B. FIFTY DOLLARS (\$50.00) will be used by the Committee to compensate for secretarial and bookkeeping fees and other expenses.
- C. The remaining FOUR HUNDRED FIFTY DOLLARS (\$450.00) will be returned to the depositor at the completion of the house and front yard landscaping, providing all of the conditions contained herein have been met.
- D. If any Committee inspections reveal any violations as noted in SECTION "B" above, a FIFTY DOLLAR (\$50.00) penalty violation shall be charged for each violation issued. A notification will be given for a 24-HOUR LIMIT to rectify the situation, after which time, the Committee may elect an additional ONE HUNDRED FIFTY DOLLAR (\$150.00) penalty for expenses incurred in remedying the violation which also will be withdrawn from the Applicant's deposit.
- E. If a building deviation is found from the Applicant's approved plans and conditions of approval a ONE HUNDRED DOLLAR (\$100.00) building deviation fine may be invoked against the Applicant. All deviations and variances have to be approved by the Committee.
- F. At completion of construction, the contractor or owner will call for a final inspection by the Committee.
- G. The deposit will be refunded if it is determined that all requirements have been met, that the house plans as originally approved have been followed, that the premises have been cleaned up and the front yard has been landscaped.
- H. If it is determined that any conditions have not been met, the contractor or Lot Owner will be given THIRTY (30) days to comply, after which time the deposit will lie forfeited and legal action may result.
- I. TIME LIMIT on DEPOSIT REFUNDS is one hundred twenty (120) days from the date of completion. This is determined when final power is approved and turned on.
- J. Issuance of a Committee Stamp of Approval obligates the contractor or owner to carry construction to a stage of substantial completion within six (6) months from date construction commenced. Substantial completion means that the exterior of the house is complete.
- K. After a building permit is issued, construction must be started within (180) calendar days or the deposit will be forfeited.