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## RESTRICTIVE COVENANTS

### WILDFLOWER WEST ESTATES SUBDIVISION PLAT C

We the undersigned, owners in fee of the following described real property, to wit: Lots 1 through 33, inclusive, WILDFLOWER WEST ESTATES SUBDIVISION PLAT C, do hereby make the following declarations as to limitations, restrictions and uses to which the lots and/or tracts constituting the said addition, may be put, hereby specifying that the said declaration shall constitute covenants to run with all of the land as provided by law and shall be binding upon all of the parties and all persons claiming under them, and for the benefit of and limitations upon all future owners in said addition, the declaration of restrictions being designated for the purpose of keeping the said subdivision desirable, uniform, and suitable in architectural and landscape design and use as herein specified.

#### AREA OF APPLICATION

Full-protected residential area. The residential area covenants in their entirety shall apply to all property listed in the above described property and also described in the attached Exhibit A.

#### RESIDENTIAL AREA COVENANTS

1. Land use and building type. No lot shall be used except for the residential purpose. 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 and private garage for not less than two vehicles. Elevations of house plans not to be duplicated on adjacent lots. Architectural Committee will encourage and review all elevations as to have a variety of homes in said subdivision. If one builder is to purchase multiple lots, then said builder to have two elevations for every four lots purchased. Each finished dwelling of rambler style must have a minimum square footage of 1000 square feet of living area. Split level styles must have a minimum of 1300 square feet of living area on the main floor. Main floor to be defined as any square footage above grade. Square footage of either style is excluding garages, porches, verandas, carports, patios, basements, porches and steps. Any deviations from this requirement must be approved in writing by the Architectural and Landscape Committee.

2. Exterior building materials. The front elevation of the dwelling to have a minimum of 50% of area covered by brick, stucco or stone. All types of durable building materials may be used for remaining 50% of front elevation and other elevations. Examples of material types and colors to be submitted to the Architectural and Landscape Committee for review and approval. Exterior material colors to be selected as not to be distracting or unique.

3. Building location. All buildings to be located within the building envelope as defined on the final subdivision plat. No building additions or out-buildings are to be placed within the front setback area. The Spanish Fork City zoning requirements for the underlying R-1-8 zone will be used to determine the extents of building additions and out-buildings within the side and rear setbacks.

For the purpose of this covenant, eaves, steps, chimneys and open porches shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any portion of a building, or a lot to encroach upon another lot.

4. 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 plans have been approved by the Architectural and Landscape Committee 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.

5. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. All power and telephone lines must be run underground.

6. Keeping of animals other than those ordinarily kept as family pets shall be forbidden, unless the written permission of 2/3 of the subdivision owners is obtained for the exception. Said exception must also be in accordance with city zoning requirements.

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

8. No signs, billboards, nor advertising structures may be erected or displayed on any lots hereinbefore described or parts of portions thereof, except that a single sign, not more than 3x5 in size advertising a specific unit for sale or house for rent or construction sign, may be displayed on the premises affected. The other exception will be signs that are deemed necessary by the original owner/developer of the subdivision, and all such signs must be removed at such time that all the lots in the subdivision are sold. All signage must also conform to Spanish Fork City standards.

9. No satellite dishes or antennas shall be placed in the front set back or any area within public view. Any roof mounted antenna or equipment (swamp cooler, etc.) are to be placed behind the roof ridge line so as not to be visible from the roadway.

10. No trash, ashes, nor any other refuse may be dumped, or thrown, or otherwise disposed of, on any lot hereinbefore described or any part or portion thereof. All homes must subscribe to city garbage disposal service, or an incinerator must be provided.

11. Temporary structures. No structure of a temporary character, trailer, basement, tent, shack, garages, barn, or other out buildings shall be used on any lot at any time as a residence, either temporary or permanently.

12. Any detached accessory building erected on the lots shall conform in design and materials with the primary residential home on the lot. Except if approved otherwise in writing by the Architectural and Landscape Committee, and with the guidelines found in paragraph 3.

13. Fencing. No fence, wall, hedge, or other dividing structure shall be permitted within the front yard setback. No dividing structure on any other portion of the lot shall be over 6 feet in height. All fences must be cedar fencing and approved in writing by the Architectural and Landscape Committee before installation.

14. Parking and Storage. No inoperative automobile shall be placed or remain on any lot 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 three-quarter 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 side yard gate access should be planned and provided for in the design of the home, to permit ingress, egress and storage of trailers and recreational type vehicles on the side and rear yards. The storage or accumulation of junk, trash, manure of other offensive or commercial materials is prohibited. Facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view. No tank for storage of fuel may be maintained above the surface of the ground without the written consent of the Architectural and Landscape Committee.

15. Maintenance. Every lot, including the improvements in said tract, shall be kept in good repair and maintained by the owner thereof in a clean, safe and attractive condition.

16. All lots will incorporate the following entities as part of their landscape and home design:

- A. Drainage plan. This will include contractor's acknowledgment and provisions on how each lot owner will retain any and all surface drainage water during construction and occupancy.
- B. Construction cleanup. All construction wastes to be properly disposed of and all sidewalks, curbs and roads are to be kept clean and clear of materials.
- C. Carriage lights behind sidewalk on front entrance to drive approach. Design to be approved by A.C.C.
- D. Any asphalt or fiberglass shingles shall be of architectural grade or better.
- E. Dehydration cooling system shall be placed behind the roof line of any home so as not to cause any dominant visual obstructions.
- F. Street trees are to be placed on each lot at a spacing of 40 foot on center. Spacing to be measured from trees on adjacent lots. All trees are to be planted within the 6' planter strip between the sidewalk and curb. All trees are to be Imperial Thornless Honey Locust with a minimum caliper measurement of 1 ½ inches.

**If lot owner fails to retain surface drainage or to keep sidewalks and street free and clear of all material as per city code, the Architectural Control Committee retains the right to do the following:**

**First.** Notify lot owner of said infraction, with a request to correct the problem within 48 hours.

**Second.** After owner has been notified to correct the problem, and has failed to do so, then the Architectural Control Committee reserves the right to hire someone to clean up, contain or correct said drainage problems at the expense of the lot owner.

17. All front yard landscaping and front fencing (from side of house to side lot lines so as any rear yard will not be visible) must be installed and operative within first growing season after such date that occupancy permit is granted to each individual dwelling. Growing season will be considered to commence on April 1, and run through October 31. If a building permit is issued during the growing season; compliance with this restriction is required by the end of the current growing season, unless the permit is issued after September 1 of that growing season.

## **NEW BUILDING AND PROCEDURE**

To maintain a degree of protection to the investment which homeowners in this area may 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 a part of the approval process.

## **PRELIMINARY DRAWINGS**

Shall include as minimum the following:

1. Plot Plan to scale of entire site with buildings located and elevation of floors shown above or below a designated point on the street.
2. Floor plans of each floor level to scale.
3. Elevations to scale of all sides of the house.
4. One major section through house.
5. A perspective (optional).
6. Specifications (type and color) of all outside materials to be used on the exterior of the residence.

**WORKING DRAWINGS** – To be filed for approval and accepted before construction is begun.

Shall include as minimum the following:

1. Plot Plans to scale showing the entire site, building, garages, walks, drives, fences, carriage lights, retaining walls, with elevations of the existing and finished grades and contours including those at the outside corners of the buildings and at adjacent property lines and street fronts, and elevations of floors from a designated point on the street.
2. Detailed floor plans.
3. Detailed elevations, indicating all materials (type and color) and showing existing and finished grades.
4. Detailed sections, cross and longitudinal.
5. Details of cornices, porches, windows, doors, garages, garden walls, steps, patios, fences, carriage lights, etc.

## **ARCHITECTURAL AND LANDSCAPE COMMITTEE**

Except for the initial Committee which consists of the Owner/Developer of record and his assigns, the Architectural and Landscape Committee shall consist of five members, the majority of which shall constitute a quorum and the concurrence of the majority shall be necessary to carry out the provisions applicable to this committee. In the event of death or resignation of any of the members, the surviving members of the Committee shall have full authority to appoint another person to fill the said vacancy. Except for the initial members appointed to the Committee, all members of the Committee must be residents of the subdivision at the time of their appointment. Should any member move his residence outside of the subdivision, he shall be disqualified to service and the Committee shall declare a vacancy. At such time that all lots owned by the initial Owner/Developer are sold, the aforementioned

Owner/Developer will appoint five property owners in the subdivision to stand as the Architectural and Landscape Committee.

It is understood that the Architectural and Landscape Committee members shall service without pay, and are to give of their time as a public service to the community. Therefore, any liability incurred due to an oversight or implied mistake that might arise due to the action of the Committee or any of its members while carrying out the functions of the Committee will be exempt from any civil claims brought by the signatories of these covenants. Therefore, such Committee members will be held harmless to any such action and exempt from any civil recourse either intended or implied to any of the Committee members while serving in the capacity of the Committee, or for the judgments that they may render during the course of their service.

### COMMITTEE PROCEDURE

Any three members in agreement shall constitute the Committee to act on Committee business, and these three shall affix their signature to any plans or correspondence describing that upon which they have taken action. On occasion when a member of the Committee shall be in opposition, a majority of two shall govern, except on initial Committee which requires the signature and action on only the initial Owner/Developer. The Committee can accept or reject:

1. Preliminary Plans of proposed residences (as defined herein).
2. Final Plans of proposed residences (as defined herein).
3. Planning problems or complaints by property owners.

That Committee shall act within seven days on any of the above, and place its action in writing to be held as a permanent record, with copies to parties concerned and on file.

The final plans shall be delivered to the Committee, which shall accept or reject them within seven days, and so notify the owner in writing. Within seven days of submittal of complete written plans as previously outlined in preliminary and working drawings.

An owner whose plans are rejected shall meet with the Committee at the Committee's invitation where he shall be informed of the nature of the cause of the action so that he can take the steps necessary toward obtaining approval of his plans.

Finally, the Committee has the authority to judge buildings, materials, fences, planting, etc., 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, etc. All decisions of the Committee shall be final.

In the event said Committee, or lots designated representatives, fails to approve or disapprove such design and location within 30 days after such plans and specifications have been submitted to it, or in any event, if no suite to enjoin the erection of such building or the making of such alterations has been commenced prior the completion thereof, such approval will not be required and this covenant will be deemed to have been complied with, provided the said structure shall conform to and be in harmony with existing structures in the tract and with the other provisions herein contained.

**GENERAL PROVISIONS**

The said covenants, conditions, restrictions and reservations shall be perpetual and shall apply to and be forever binding upon the grantees, successors, executors, administrators and assigns, and are imposed upon the land as an obligation and charge against the same for the benefit of the grantors herein named, its successors and assigns as a general plan for the benefit of the said tract, however, the said covenants can be terminated or amended by agreement in writing signed by two-thirds of the property owners in the said tract.

**ENFORCEMENT**

In the event of violation of any of these covenants, the Architectural 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. 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 been perpetuated.

**SEVERABILITY**

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

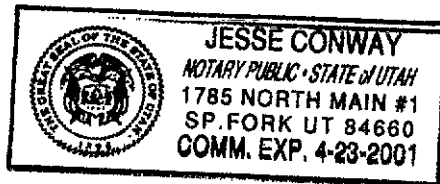
DATED this 13 day of January, 2000.

E. Robert Bagley  
E. Robert Bagley, Authorized Representative

State of Utah

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Utah of Utah



On the 13<sup>th</sup> day of January, 2000 personally appeared before me E. Robert Bagley, an authorized representative of Wildflower West Estates Subdivision, the signer of the above instrument, who duly acknowledged to me that he/she executed the same.

Jesse Conway  
Notary Public  
Residing at 1785 N. MAIN ST SF

My Commission expires 4-23-2001

# SURVEYOR'S CERTIFICATE 34881:2000 PG 7 of 7

I, DENNIS P. CARLISLE, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 172675 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, BLOCKS, STREETS, AND EASEMENTS AND THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT AND THAT THIS PLAT IS TRUE AND CORRECT.

## BOUNDARY DESCRIPTION

BEGINNING AT A POINT LOCATED S01°08'36"W ALONG THE SECTION LINE 1231.09 FEET AND EAST 2680.29 FEET FROM THE WEST 1/4 CORNER OF SECTION 24, TOWNSHIP 8 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN; THENCE

COURSE	DISTANCE	REMARKS
N01°37'43"E	41.03	
N01°49'07"W	199.22	
N05°21'25"E	80.80	
N68°50'36"E	15.68	
N04°01'27"E	63.00	
N07°20'00"E	149.37	
N09°09'32"E	56.22	
N10°16'50"W	130.49	
N81°12'36"E	113.50	
N51°32'00"E	108.81	
S89°30'37"E	104.47	
S00°35'34"E	65.21	
S89°24'25"W	0.50	
S00°07'50"E	1351.90	
WEST	65.02	
N51°54'28"W	338.93	
N39°21'52"E	140.07	
N17°14'09"E	61.65	
N31°44'07"E	95.15	
N45°21'33"W	78.39	
N20°16'13"W	73.12	
N67°41'43"W	81.63	TO THE POINT OF BEGINNING

CONTAINING: 8.67 ACRES

BASIS OF BEARING: ALONG SECTION LINE AS SHOWN

DECEMBER 14, 1999  
DATE

*Dennis P. Carlisle*  
SURVEYOR  
(See Seal Below)

## OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, ALL OF THE UNDERSIGNED OWNERS OF ALL OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREON AND SHOWN ON THIS MAP, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, BLOCKS, STREETS AND EASEMENTS AND DO HEREBY DEDICATE THE STREETS AND OTHER PUBLIC AREAS AS INDICATED HEREON FOR PERPETUAL USE OF THE PUBLIC.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 19\_\_\_\_