

DECLARATION OF PROTECTIVE COVENANTS AND BUILDING RESTRICTIONS FOR BROOKWOOD ESTATES NORTH SUBDIVISION

WHEREAS, SPRING CREEK DEVELOPMENT, INC., a Utah corporation, "Declarant", is the record owner of the following described property located in Springville, County of Utah, State of Utah:

All of Lots 1-15, inclusive, Plat "A", BROOKWOOD ESTATES NORTH SUBDIVISION, Springville, Utah, according to the official plat thereof on file in the office of the Recorder of Utah County, Utah.

WHEREAS, it is the desire of the Declarant to subdivide into lots for the purpose of sale and to restrict the use of the above described real property, and for this purpose executes these covenants and building restrictions.

NOW THEREFORE, all of the land described above is held and shall be conveyed subject to the restrictions and covenants hereinafter set forth, and all persons and entities who hereafter own or have any interest in any lot in said subdivision shall take and hold the same subject to these restrictions and covenants with the other owners, their heirs, successors and assigns.

1). RESIDENTIAL AREA COVENANTS:

A. Subdivision Design Concept

It is the intent of these restrictions and covenants to create a development of traditional style homes which are all of a comparable design, size and value. All homes shall exhibit superior architectural design, detail and the use of above-average new materials (except used brick) with conventional construction methods. Only single-story (rambler), one and one-half story and two-story homes will be allowed. Split-level, bi-level, or multi-level homes or other style homes are not allowed. Log homes and pre-fabricated or pre-constructed homes will not be allowed.

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B. Architectural Control

No buildings shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the proposed structure on the lot have been approved by the Architectural Control Committee (hereinafter "ACC") as to quality of workmanship and materials, harmony of exterior design with existing structures, and as to location with respect to topography and finish grade elevation. No accessory buildings, fences or walls shall be erected, placed or altered on any lot unless similarly approved. No residence dwelling shall contain less square footage than the minimums set forth in this Declaration, unless by reason of lot size, set-back lines, etc. the ACC shall approve a lesser amount.

C. Dwelling Quality and Size The following section shall serve as minimum guidelines only:

C1. All of the lots shown on the subdivision plat shall be used only for residential purposes. No dwelling 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 (if any) or attic area and must include a private garage on grade for not less than two (2) cars and not more than three (3) cars (min. 400 sq. ft.). Carports or other open storage will not be allowed. Detached garages or accessory buildings will be allowed only if approved by the ACC and if the architecture and exterior materials used are compatible with the adjoining home.

C2. For a single story dwelling, the main floor finished living area above grade will not be less than one thousand four hundred (1,400) square feet exclusive of open porches and garages.

C3. For a one and one-half (1 1/2) story dwelling, the finished living area on the two floors above grade will not total less than one thousand eight hundred (1,800) square feet, with not less than one thousand two hundred (1,200) square feet on the main level exclusive of open porches and garages.

C4. For a two (2) story dwelling, the finished living area above grade will not total less than one thousand eight hundred (1,800) square feet, with not less than one thousand two hundred (1,200) square feet on the main level.

ALSO, one and one-half (1 1/2) story and two (2) story dwellings may be approved with the exception that not more than three hundred (300) square feet of finished living area over the garage may count toward the main floor requirement which then becomes nine hundred (900) square feet but with the total living area above grade not less than one thousand eight hundred (1,800) square feet.

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C5. All homes with roof lines that use open gable ends on the main sections shall have not less than a 6/12 pitch and all homes with hip roof lines on the main sections shall have not less than a 9/12 pitch, or approved by the ACC. All roofing material must be of either Wood Shake/Shingle or 30 year Architectural Grade shingle (e.g. Architect 80) or equivalent. No roof-top, window or wall mount evaporative coolers will be allowed.

C6. The exterior material of each structure shall consist of brick, rock, stucco or siding or a combination thereof. Siding must be aluminum, steel, vinyl, wood or composite hardboard (e.g. Masonite, Abitibi, etc.) and must be pre-finished, painted or stained and kept maintained. No stained "wood" color or natural wood veneers will be allowed. The ACC shall reserve the right to require the use of certain materials or combinations based upon the design or plan submitted and will limit all-siding designs to facades which traditionally use such material, i.e. Colonial, Victorian, etc.

D. Timely Construction All homes under construction must be completed as per the plans and specifications submitted to the ACC within one (1) year from the commencement of any work with dates to be determined by building dept. records.

E. Uniform Mail Boxes Upon each lot on which a home is constructed the owner shall install, at their expense and within 30 days of completion of said home, a mail box which must conform to ACC standards as to size, style and location.

F. Landscaping All yards must be landscaped on front, rear and side yards within 12 months of completion of the home. Chain-link fencing will not be allowed. Landscaping shall be deemed to include grass, shrubbery, trees and an underground sprinkling system capable of properly irrigating the same. On lots which exceed 19,000 square feet in area the rear yard requirement shall be limited to that portion of the lot extending from the rear of the dwelling for a distance of 40 feet only, with balance to be maintained and kept free from weeds and debris. All owners shall keep and maintain their yards in a neat and clean appearance.

2). ARCHITECTURAL CONTROL COMMITTEE "ACC":

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A. Membership. The ACC shall be composed of Declarant and two other individuals of its choosing who may or may not be lot owners. A majority of the committee may designate a representative to act for it. In case of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to compensation for services performed pursuant to this Declaration and therefore assumes no personal liability for actions taken by the committee as a whole. From and after January 1st, 1999, the then record owners of a majority of the lots within the subdivision shall have the power, through a duly recorded written instrument, to change any of covenants and restrictions herein and alter the membership of the committee and any of its powers and duties.

B. Procedure. All plans, specifications and plot plans including exterior material and color selections must be submitted to the committee in duplicate and be accompanied by a written request for approval. The committee's approval or disapproval shall be in writing and returned to the one making submission, together with a notation of approval, disapproval and/or corrections and modifications and the date thereof affixed to one copy of such plans and specifications. In the event the committee fails to approve or disapprove such plans and specifications within ten (10) days after the same have been submitted to it, or in the event if no notice of violation is recorded (including any suit to enjoin the construction) before completion thereof, approval will not be required and the related covenants herein shall be deemed to have been fully complied with. Neither the ACC nor the Developer (Declarant) by approval of such plans assumes any obligation as to the buildability thereof or the suitability of the land for the placement of full basements.

3). ENFORCEMENT. Enforcement of these covenants and restrictions shall be by proceedings at law or in equity to restrain violation or to recover damages against any person or persons violating or attempting to violate any of the covenants contained within this Declaration. The ACC or any of the other lot owners shall have the right, but not the obligation, of enforcement as described above.

4). NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No animals, livestock or poultry of any kind shall be raised, bred or otherwise kept on any lot, with the exception of household pets not to exceed two in number per lot. No lot shall be used or maintained as a dumping ground for rubbish or debris. The owners of vacant lots shall keep their lot free and clear of weeds or debris. No structures of a temporary nature nor any trailer, basement, tent, shack, garage, barn or other out buildings shall be used on any lot at any time as a residence, either temporarily or permanently. Each lot owner shall be responsible for maintaining the sidewalk, curb and gutter in front each lot and will repair any damage thereto related to construction or otherwise. No owner or contractor shall leave building or landscaping materials within the road right of way (including sidewalks) for any prolonged period of time.

5). TERM. These covenants are to run with the land for a period of twenty five (25) years from the date of recording; provided, however that said restrictions and covenants shall be renewed and automatically continue thereafter for successive periods of ten (10) years each, unless an amendment to or revision of this instrument is executed as defined herein.

Dated the 13th day of June, 1994.

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SPRING CREEK DEVELOPMENT, INC.
a Utah corporation

by Matthew A. Mecham Pres.
Matthew A. Mecham, President

STATE OF UTAH)
)ss.
COUNTY OF UTAH)

On the 13th day of June, 1994, personally appeared before me a Notary Public of the State of Utah, MATTHEW A. MECHAM, who being duly sworn did say, that he is the President of SPRING CREEK DEVELOPMENT, INC., a Utah corporation, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said MATTHEW A. MECHAM duly acknowledged to me that said corporation executed the same.

Kristine Mecham
Notary Public

My Commission Expires: 1/19/97 Residing at: PROVO, UTAH

