

When Recorded mail to:

ZF-Pravo. 22, LLC

807 Pacific Dr. Ste A

American Fork, Ut. 84003

**ACCOMMODATION RECORDING**

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ENT 55977:2007 PG 1 of 9  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
2007 Apr 17 9:47 am FEE 46.00 BY HT  
RECORDED FOR EQUITY TITLE - OREM BLVD.  
ELECTRONICALLY RECORDED

**RESTRICTIVE COVENANTS**

**TERRA GROVE**

We the undersigned, owners in fee of the following described real property, to wit: Lots 1 through 25, inclusive, Terra Grove Subdivision, 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, this 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 & 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. Exterior of dwelling is to be constructed of stone, stucco, brick, or Hardiboard. Any asphalt or fiberglass shingles shall be of architectural grade or better. All cooling systems shall be placed behind the roof line of any home so as not to cause any dominant visual obstructions. Each finished dwelling of rambler style must have a minimum square footage of 1,800 square feet of living area. Two story styles must have a minimum of 1800 square feet of living area with 1,100 square feet on main floor, and a minimum of 700 square feet on 2<sup>nd</sup> level. Square footage of either style is excluding garages, porches, verandas, carports, patios, basements, and steps. Any square footage with any portion thereof beneath the top grade of the foundations will not qualify to offset the minimum square footage requirement. Any deviations from this requirement must be approved in writing by the Architectural and Landscape Committee.

2. Exterior Elevations (3 Lot Block). No exterior elevation may be repeated within a distance of two lots beyond the dwelling. When a street within the

subdivision separates the dwelling, the street shall count as one lot for separation purposes.

3. 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.

4. Building Location. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building set back lines as required by Provo City.

5. 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.

6. 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. Such easements and right-of-ways shall be reserved to the Developer, its successors and assigns, in and over said real property for the erection, construction and maintenance and operation thereon of drainage pipes, conduits, poles, wires and other means of conveying to and from lots in said subdivision, gas, electricity, power, water, telephone, sewer and any other thing for convenience to the owners of the lots in said subdivision as may be shown on the recorded plat.

7. Keeping of animals or fowls other than those ordinarily kept as family pets shall be forbidden. As contemplated herein, "ordinary" family pets shall be limited to cats, dogs, caged birds, or other pets as specifically approved in writing by the Architecture and Landscape Committee.

8. 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.

9. No signs, billboards, nor advertising structures may be erected or displayed on any lots hereinbefore described or parts or portions thereof, except that a single sign, not more the 3 X 5 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 deem necessary by the original owner/developer of the subdivision, and all such signs much be removed at such time that all the lots in the subdivision are sold.

10. No satellite dishes or antennas shall be placed in set back easements of said side yards and are to be obscured from public view.

11. 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.

12. 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.

13. Any detached accessory building erected on the lots shall conform in design and materials with the primary residential home on the Lot, unless otherwise approved in writing by the Architecture and Landscape Committee, and in accordance with the guidelines found in this Declaration. Any design and construction of such accessory structures requires prior written approval by the Architecture and Landscape Committee.

14. Fencing. No fence, wall, hedge, or other dividing structure higher than 3 ½ feet 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 approved in writing by the Architectural and Landscape Committee before installation.

15. 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. The storage or accumulation of junk, trash, manure or other offensive or commercial materials is prohibited. Facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view.

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

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

- A. Drainage plan. This will include contractors acknowledgment and provisions on how each lot owner will retain any and all surface drainage water during construction and occupancy.

- B. Automatic, underground sprinkling system.
- C. Any asphalt or fiberglass shingles shall be of architectural grade or better.
- D. Dehydration cooling system shall be placed behind the roof line of any home so as not to cause any dominant visual obstructions.
- E. Landscaping shall have a minimum of 12- 1gallon size shrubs and 2- 1½ inch diameter trees from recommended shrub and tree list.

18. All landscaping, must be completed within the first growing season after the date an occupancy permit is granted to each individual Lot owner. The "growing season" will be considered to commence on April 1, and run through October 31. If an occupancy permit is issued during the growing season, compliance with the above restriction is required by the end of the then current growing season, unless such permit is issued after September 1 of that growing season. Prior to the commencement of such landscaping, the Lot owner must submit to and obtain the Architectural and Landscape Committee's written approval of all proposed landscaping ~~plans~~ showing in sufficient detail, the proposed landscaping to be completed. The Architecture and Landscape Committee reserved the right to insure compliance with the approved landscaping plan.

#### 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.

**SOILS AND GEOTECHNICAL REPORTS** - Prior to commencement of construction, each lot owner shall retain a qualified Geotechnical Soils Engineer to provide a soils report. All issues relating to water table, and soils conditions on each lot shall be the sole responsibility of the Lot Owner.

**PRELIMINARY DRAWINGS** - To be submitted for approval and accepted by the Architecture and Landscape Committee before construction or renovation is begun.

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. Specifications of all outside materials to be used on the exterior of the residence.

**WORKING DRAWINGS** - To be submitted for approval and accepted by the Architecture and Landscape Committee before construction or renovation is begun.

Shall include as minimum the following:

1. Plot Plans to scale showing the entire site, building, garages, out buildings or structures, 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 building 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 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.
6. Specifications shall give complete descriptions of materials to be used with notations of the colors of all materials to be used on the exterior of the residence.

## ARCHITECTURAL AND LANDSCAPE COMMITTEE

Except for the initial Committee which consists of the members of the undersigned Owner/Developer of record and their 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 such 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. In the event of a vacancy, and if the remaining committee members are unable to agree on a replacement member, then each Lot owner shall vote for the appointment of the replacement member, to be appointed upon majority vote. For purposes of such voting, each Lot owner shall be entitled to one vote. 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 serve and the Committee shall declare a vacancy. At such time that all Lots are sold, the Owner/Developer will appoint three Lot owners to stand as the Architecture and Landscape Committee.

It is understood that the Architectural and Landscape Committee members shall serve 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. In the event any Lot owner commences a legal proceeding against the Committee or otherwise seeks to invalidate any of these provisions, or in the event the Committee is required to bring a legal action to enforce these provisions against a Lot owner, the prevailing party shall be entitled to a reasonable attorney's fee.

## ARCHITECTURE AND LANDSCAPE COMMITTEE PROCEDURE

Any two members in agreement shall constitute the Architecture and Landscape Committee to act on Committee business, and these two 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 set forth herein).
2. Final Plans of proposed residences (as set forth herein).

3. Landscaping plans and design for the residence (as set forth herein)
4. Planning problems or complaints by property owners.

That Committee shall act within ten (10) business days of receipt 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 above referenced plans shall be delivered to the Committee, which shall accept or reject them within ten (10) business days, and so notify the owner in writing. It is the Lot owner's responsibility to insure verification of delivery to the Committee for purposes of determining any response deadline provided herein. 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, landscaping, 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 no be limited to aesthetics, reasonable protection of views, permanence of materials, etc. All decisions of the Committee shall be final.

#### 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 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' 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 be occurred.

SEVERABILITY

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

In Witness whereof, the undersigned Zachary Fossum, registered agent, ZF-Provo 22, LLC, has executed the instrument the 16 day of April, 2007

State of Utah  
                  )ss  
County of Utah

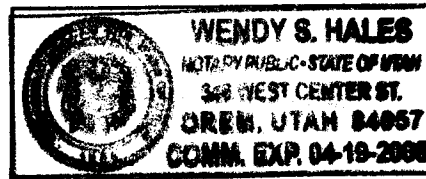
Zachary Fossum

On this 16 day of April, 2007, before me, the undersigned, a Notary Public, in and for said State, personally appeared, Zachary Fossum, registered agent, ZF-Provo 22, LL, known to me, and/or identified to me on the basis of satisfactory evidence, to be the person

(s) whose name is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

WITNESS MY HAND AND OFFICIAL SEAL.

Notary Public Wendy S. Hales  
Residing at: Utah Co, Ut.  
Commission Expires: 4/19/2008





**Exhibit A**

Lots 1, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 17, 19, 20, 21, 22, 23, 24, 25, Plat "A", TERRA GROVE SUBDIVISION, according to the official plat thereof on file and of record in the Utah County Recorder's Office.