

After Recording Return to
Artisan Construction
PO Box 1295
Pleasant Grove, UT 84062

ENT80941:2022 PG 1 of 9
Andrea Allen
Utah County Recorder
2022 Jul 15 10:05 AM FEE 82.00 BY TM
RECORDED FOR Backman Orem
ELECTRONICALLY RECORDED

**Covenants and Building Restrictions of the
Makin Dreams, Plat "A"
Subdivision
Pleasant Grove, Utah**

KNOWN ALL MEN BY THESE PRESENTS:

Makin Dreams LLC, and Cobra holdings is the owner of the following described property located in Pleasant Grove, Utah, Utah County, State of Utah.

Lots 1-33 excluding lot 23 and lot 21 of Plat "A" Makin Dreams Subdivision, Pleasant Grove, UT according to the official plat thereof in the Utah County Recorder's office.

It is the owner's desire to restrict the use to which the above described real property is put to use, and for this purpose execute these covenants and building restrictions. That the real property covered by said covenants has been plotted and is designed and known as **Makin Dreams, Plat "A"**, that a plat thereof was accepted by the Pleasant Grove City Council, the Planning and Zoning Committee and the Mayor of Pleasant Grove City and has been recorded in the office of the County Recorder of Utah County.

NOW THEREFORE, all of the lots shown on the subdivision plat of Hawkes Landing, as described in Exhibit "A" are held and shall be conveyed subject to the restrictions and covenants hereinafter set forth and all persons and corporations who hereafter own or have any interest in any lots in said subdivision shall take and hold the same subject to the agreement and covenants with the other owners, their heirs, successors and assigns, to form and observe the same.

These Covenants and Building Restrictions shall be administered over by an Architectural Control Committee, hereinafter known as A.C.C., and said A.C.C. shall be controlled by a majority vote of the members.

1) SIGNS

No commercial signs will be allowed larger than 4'X4' and said Signs must be placed on the lot which is being built on and only during active construction of the property. No other signs will be allowed on or off this development site unless approved by A.C.C.

2) DWELLING QUALITY AND SIZE

a) All of the lots shown on said subdivision plat shall be used only for residential purposes. If so desired, 2 Lots may be combined for the purpose of creating more area for a single Family Residence. No dwelling shall be created, altered, placed or permitted to remain on any lot other than one (1) single family dwelling, not to exceed two stories in heights (should Pleasant Grove City permit same), in addition to a basement level, and private garage, for not less than 2 cars. Carports will not be allowed.

b) For a single-story dwelling (Rambler), the finished area above the grade will be not less than 1700 Sq. Ft. exclusive of open porches and garages; however, oversized porches or oversized garages might be considered for inclusion in the finished square footage requirements to subject to the A.C.C. approval. All ramblers must have a minimum of 7/12-pitch roof on all major rooflines, or as approved by A.C.C.

c) For a two-story dwelling, the finished area above the grade will not be less than 2900 Sq. Ft., exclusive of open porches and garages; however, oversized porches or oversized garages may be considered for inclusion in the finished square footage requirements subject to the A.C.C. approval.

d) Split entry (bi-level) homes will not be permitted in the subdivision unless approved by A.C.C.

e) Other types and styles of homes not permitted: No modular homes, no round homes, no octagon homes, no prefab homes, no pre-built homes, no all wood homes, no steel homes (steel stud framing is acceptable), no concrete homes or any other style of home of this nature shall be built or erected in this subdivision. No solar homes can be built unless approved by A.C.C.

f) Approved Materials to be used on the exterior of homes, garages and other buildings are:

1. Stucco
2. Brick
3. Cultured Stone
4. Real (Natural) Stone
5. Masonry Board or Similar

At least 50% of the exterior that is street facing must be made of brick or stone or other Approved Material unless approved by the A.C.C.. Any other materials would have to be approved by the A.C.C. Aluminum for soffit and eaves will be allowed, and possibly for dormer windows and trims and dormer sidings if approved by the A.C.C.

g) Basement apartments are permitted as long as approved with Pleasant Grove City.

h) All roofs must be built using a minimum of 30-year architectural grade shingle roofing, but emphasis will be placed on the design of the home matching the roof type and design.

i) All construction must be completed within 9 months from the date ground is broken for the home site.

j) Landscaping of street facing yards must be completed within 4 months of obtaining "Certificate of Occupancy" (weather permitting). Landscaping of entire yard to

be completed within 12 months of obtaining a "Certificate of Occupancy" (weather permitting).

k) All homes must be built within 36 months from the lot purchase date.

l) Homes should be architecturally pleasing and shall include elements of style and variety. Dimensions and rooflines should not be plain and "boxy". This is especially important on street facing elevations.

3) SPECIFICATIONS:

To maintain a degree of protection to the investment, which homeowners in this area may make, homes of a superior design are requisite, and must be approved by the A.C.C. in advance of the commencement of construction. Design shall be limited to those prepared by Architects licensed to practice in any U.S. jurisdiction or by designers of outstanding ability, whose previous work may be considered by the A.C.C., as part of the approval process.

a) Three (3) completed sets of plans and specifications together with proof of approval of governmental agencies must be provided for any and all proposed improvements. No structure or improvements of any kind shall be erected, altered, placed or maintained upon any lot unless and until the final plans, elevations and specifications thereof have received such written approval as herein described. Such plans shall include a plot plan showing the location on the lot of building(s) walls, fences, or other structures proposed to be constructed, altered, placed or maintained, together with the proposed construction materials, and color samples for roof, brick, stucco, stone, soffit, etc.

b) THE A.C.C. shall approve or disapprove plans, specifications and details within 10 days from the receipt thereof. Two (2) sets of said plans and specifications and details with the approval or disapproval endorsed thereon, shall be returned to the persons submitting them and the other copy thereof shall be retained by A.C.C., for it's permanent files.

c) THE A.C.C. shall have the right to disapprove any plans, specifications or details submitted to it, in the event the same are not in accordance with any of the provisions and purposes of these restrictions. Further, if the design or color scheme of the proposed building or structure is not in harmony with the general surroundings of such lot or with the adjacent buildings or structures, or if the plans and specifications submitted are incomplete or in the event the A.C.C. deems the plans, specifications or details, or any part thereof, to be contrary to the interest, welfare or rights of all or part of the property owners of the subdivision, then the A.C.C. shall have the right to disapprove said plans, specifications and/or details submitted to it. The decision of the A.C.C. shall be final.

d) The A.C.C. shall not be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications.

e) The A.C.C. shall have the authority to set up regulations as to height, architectural plans and design, the size requirements for all dwellings and other types of structures, including retaining walls, fences and detached buildings etc.

f) Easements for installation and maintenance of utilities are revised as noted

on the recorded plat. Easements are to be maintained continuously by the owner unless a public authority or utility company is responsible.

g) All lot setbacks and zoning requirements shall conform to the City of Pleasant Grove.

h) All plans and specifications for any structure or improvement whatsoever, shall be subject to and shall require approval of the A.C.C. in writing before any work is commenced. This includes the design of any structure or improvement to be erected on or moved onto any lot, and includes the proposed location on the lot or lots, as well as the construction materials, the exterior color schemes, and any later changes or additions after initial approval has been granted. Remodeling construction and alterations shall be subject to same approval of the A.C.C. in writing before any work is commenced.

4) MAINTENANCE

a) All builders are required to use a dumpster or trailer or equivalent receptacle in which to place trash and construction refuse. This receptacle must be present when framing begins. If trash is not kept clean and dumpsters are not used the owner will be responsible to pay the clean-up fees necessary.

b) No lot shall not be used as dumping grounds in any way. This includes weeds, trash and rubbish. Lots, sidewalks, curbs and gutters must be maintained before, during and after construction.

c) No contractor or owner shall use someone else's lot to hold extra fill, topsoil or construction materials without written consent from the owner of that lot.

5) RESTRICTIVE USES:

a) No noxious or offensive activity shall be conducted upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

b) No structure of a temporary character, such as a trailer, basement, tent, shack, barn or other outbuilding shall be used on any lot at any time, as a residence either temporarily or permanently.

c) No automobiles, trucks, campers, trailers, boats, equipment, recreational vehicles, motor homes, or other similar vehicles shall be parked or stored on a public street or right of way for more than 72 consecutive hours. The intent of this provision is to avoid the unsafe and unsightly conditions of the vehicles parked on the street for long periods of time and to keep the roadway open to daily traffic. The A.C.C. may enforce this provision by first giving notice to the owner of the violation. Or when the owner is not readily available, by placing written notice on the vehicle in question for a minimum of 48 hours and subsequently towing away at the owner's expense. None of the above referenced vehicles or equipment may be kept or stored on any lot unless in a garage or parking stall (pad) behind the front edge of the residential structure. However, commercial business equipment etc. are not allowed in this subdivision, except during the approved construction or remodeling of the homes and structures.

d) No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted on any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any lot.

e) No livestock may be kept or boarded on any lots. No more than two dogs or cats may be kept on any lots. Also no beehives shall be permitted upon any lot.

f) No chain link fencing allowed. Vinyl, ornamental iron or concrete fencing are the only approved fencing materials. Any other types of fencing must be approved by the A.C.C.

6) ENFORCEMENT RIGHTS:

If any parties hereto, or their heirs or assigns violate or attempt to violate any of the covenants herein, it shall be lawful for any person owning any real property in the subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant, to prevent from so doing or to recover damages, attorney's fees, costs or court or other dues for such violation.

7) ARCHITECTURAL CONTROL COMMITTEE (A.C.C.)

The Architectural Control Committee (A.C.C.) shall consist of at least 3 members.

The initial committee is composed of:

David Hawkes

Melinda Hawkes

Jared Bishop

Other members may be added to the A.C.C. and A.C.C. members can be voluntarily replaced as permitted by the A.C.C.

8) GENERAL PROVISIONS:

a) Except as otherwise provided, this declaration can be amended at any time by a written executive document in recordable form, by not less than three-fourths (3/4) of the property owners within the subdivision.

b) These covenants are to run with the land and shall be binding upon all parties and all persons of the subdivision.

c) Enforcement shall be by the proceeding of law or in equity against any person or persons violating or attempting to violate any covenant either in restraint of violation or to recover damages.

d) Each lot owner is fully responsible to see that his contractor receives a copy of this document of building covenants and restrictions and to see that the contractor and subcontractors abide by them.

e) Any damages having occurred by the homeowner, their contractor or subcontractors, in the process of building the home, shall be repaired and paid for by the homeowner, the contractor and/or subcontractors involved in the building of the home.

OWNER:

By: 

Name: David Hawkes, Member of Makin Dreams LLC (A Utah Limited Liability Company)

All attached acknowledgements

OWNER:

By: _____

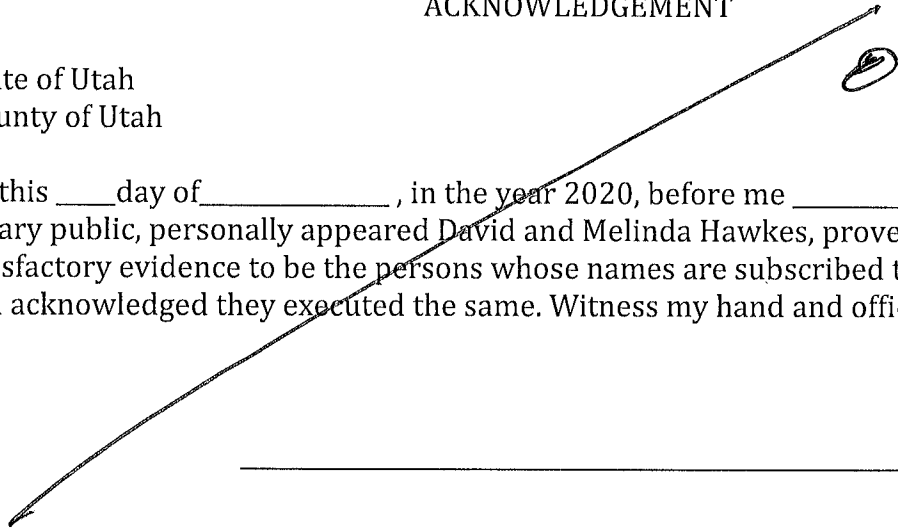
Name: Keith Jenkins, Manager of Cobra holdings

Signed in counter part

ACKNOWLEDGEMENT

State of Utah
County of Utah

On this ____ day of _____, in the year 2020, before me _____, a notary public, personally appeared David and Melinda Hawkes, proved on the basis of satisfactory evidence to be the persons whose names are subscribed to this instrument, and acknowledged they executed the same. Witness my hand and official seal.

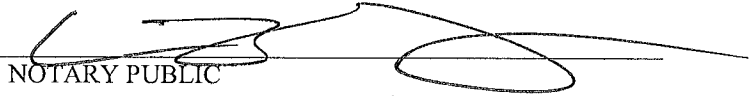


Notary Public

ACKNOWLEDGEMENT

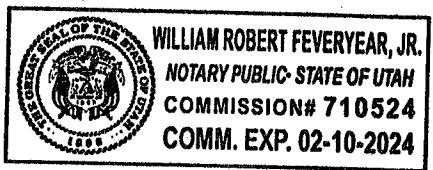
STATE OF Utah)
) SS.
County of Utah)

The foregoing instrument was acknowledged before me this 14th day of July 20 22
By David Hawkes
the Member of Makin Dreams, LLC (A Utah Limited Liability Company)


NOTARY PUBLIC

Commission Expires: 2/10/2024

Residing at: Ph...



OWNER:

By: _____

Name: David Hawkes, Manager of Makin Dreams LLC

OWNER:

By: _____

Name: Carl Makin, Manager of Makin Dreams LLC

Signature not needed
Ⓢ

OWNER:

By: _____

Name: Keith Jenkins, Manager of Cobra holdings

* Ⓢ *See attached acknowledgement*

ACKNOWLEDGEMENT

State of Utah
County of Utah

Ⓢ

On this ____ day of _____, in the year 2020, before me _____, a notary public, personally appeared David and Melinda Hawkes, proved on the basis of satisfactory evidence to be the persons whose names are subscribed to this instrument, and acknowledged they executed the same. Witness my hand and official seal.

Notary Public

ACKNOWLEDGEMENT

State of Utah
County of Utah

STATE OF **Utah**)
) SS.
County of **Utah**)

The foregoing instrument was acknowledged before me this 14th day of July 20 22
By Keith Jenkins
the Manager of Cobra Holdings, LLC, a Utah limited liability company

[Signature]
NOTARY PUBLIC

Commission Expires: 2/10/24

Residing at: Ph...

