

3/6

**COVENANTS, CONDITIONS AND RESTRICTIONS  
OF BARNEY FARMS SUBDIVISION  
AMERICAN FORK, UTAH**

ENT 88171;2001 PG 1 of 5  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
2001 Aug 30 4:24 pm FEE 31.00 BY 55  
RECORDED FOR SWAIN, KEITH

This document enumerates Restrictive Covenants for the BARNEY FARMS Subdivision located along 1150 East between approximately 1160 North and 1280 North in the City of American Fork, Utah County, Utah.

We the undersigned, owners in fee of the following described real property, to wit: Lots 1 through 14, inclusive, BARNEY FARMS 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 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**

Fully protected residential area. The residential area covenants in their entirety shall apply to all property described in the final plat of the Barney Farms Subdivision as it is filed in the Utah County land records.

**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 are not to be duplicated within 200 feet. The Architectural and Landscape 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 1400 square feet of living area above grade. Two story homes must have a minimum of 1200 square feet of living area on the main floor and 1800 square feet 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 each dwelling is to have a minimum of 45% of the area covered by brick or stone. Brick, stone or stucco may be used for remaining 55% of front elevation and for other elevations. Other coverings are not permitted without approval of the A&L Committee. Examples of material types and colors are 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 are 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 American Fork City zoning requirements will determine the extent 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 that this shall not be construed to permit any portion of a building or a lot to encroach upon another lot.

4. Storage of building materials: 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. Animals: 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. Signs and advertising: No signs, billboards, or 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 2x3 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 signs must also conform to American Fork City standards.

9. Equipment installations: 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.) is to be placed behind the roof ridgeline so as not to be visible from the roadway.

10. Garbage: 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. Each home shall have constructed a permanent enclosure for the storage of trash cans. This enclosure shall not be in the front yard but may be on either side of or behind the house. The enclosure shall be large enough so that trash or trash containers shall not be clearly visible from the street.

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. Detached structures: 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 vinyl or cedar fencing and approved in writing by the Architectural and Landscape Committee before installation. All fencing must meet the requirements as set forth in the American Fork City ordinances.

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 shall be parked or stored on the front yard setback of any lot, or within the side yard building setback on the street side or 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 or 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 on any lot.

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

16. Design and cleanup: All lots will incorporate the following elements 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 are to be properly disposed of and sidewalks, curbs and roads are to be kept clean and clear of materials.

C. Shingles: Any asphalt or fiberglass shingles shall be of architectural grade or better.

If a 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 and Landscape 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 and Landscape Committee reserves the right to hire someone to clean up, contain or correct said drainage problems at the expense of the lot owner.

17. Landscaping and fencing time lines: 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 the first growing season after such date that occupancy permit is granted to each individual dwelling. The 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 at the end of the current growing season, unless the permit is issued after August 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

Preliminary drawings shall include as a 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 (optional).
5. A perspective (optional).
6. Specifications (type and color) of all outside materials to be used on the exterior of the residence.

## WORKING DRAWINGS

Working drawings shall be filed for approval by the Architectural and Landscape Committee and accepted before construction on a lot is begun and shall include as a 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 (optional).
5. Details of cornices, porches, windows, doors, garages, walls, steps, patios, fences, exterior 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. 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. In the event of the death, disqualification 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/her residence outside of the subdivision, he/she shall be disqualified for service and the Committee shall declare a vacancy.

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, their successors and assigns. Also, such Committee members will be held harmless in any such action and exempt from any civil recourse either intended or implied while serving in the capacity of the Committee, or for the judgments that they may render during the course of or subsequent to 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 the initial Committee which requires the signature and action of 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.

The 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.

Construction plans (working drawings) shall be delivered to the Committee, which shall accept or reject them and so notify the lot owner in writing within seven days of submission of complete written plans.

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 fails to approve or disapprove such design and location within 15 days after such plans and specifications have been submitted to it, 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 born 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 anyone 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 20th day of August, 2001

*Keith G. Swain*  
Keith G. Swain, Authorized Representative

STATE OF Utah

County of Utah

On the 20 day of August, 2001, personally appeared before me Keith G. Swain, an authorized representative of Barney Farms Subdivision, the signer of the above instrument, who duly acknowledged to me that he executed the same.

Notary Public

Commission Expires: 10-14-2003

Residing in: Provo, Utah

