



ENT 95662:2017 PG 1 of 8
 JEFFERY SMITH
 UTAH COUNTY RECORDER
 2017 Sep 28 11:35 am FEE 30.00 BY DA
 RECORDED FOR BISHOP, ANDREA

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

**Amended
 Covenants and Building Restrictions of the
 Honeysuckle Estates Subdivision
 Lindon, Utah**

KNOWN ALL MEN BY THESE PRESENTS:

Evans Family Revocable Trust, 12-05-1988, are the owners of the following described property located in Lindon, Utah, Utah County, State of Utah.

See Exhibit "A" attached and made a part thereof.

LOTS 1-6 of the Honey suckle Subdivision, Lindon, UT
 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 **Honeysuckle Estates**, that a plat thereof was accepted by the Lindon City Council, the Planning and Zoning Committee and the Mayor of Lindon 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 Honeysuckle Estates, 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. 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 Lindon 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 dwelling (rambler), the finished area above the grade will be not less than 2500 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 Two (2) Story dwelling, the finished area above the grade will not be less than 3200 Sq. Ft. (both floors, 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) Four (4) level 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

50% of street facing exteriors must be 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 so approved by the A.C.C.

g) 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.

h) Unless otherwise approved in writing by the A.C.C. , all construction must be completed within 9 months from the date ground is broken for the home site.

i) Landscaping of street facing yards must be completed within 4 months (weather permitting) of obtaining "Certificate of Occupancy" from either Lindon City. Landscaping of entire yard to be completed within 12 months (weather permitting) of obtaining a "Certificate of Occupancy".

j) Unless otherwise approved in writing by the A.C.C., all homes must be built within 24 months from the lot purchase date.

k) Homes should be architecturally pleasing in general 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 involved for any and all proposed improvements, the erection or alteration of which is desired, and 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 therefore have revealed such written approval as herein provided. 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 its 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 Lindon.

h) All plans and specifications for any structure or improvement whatsoever, to be erected on or moved onto any lot, and the proposed location on the lot or lots, the construction materials, the exterior color schemes, any later changes or additions after initial approval has been granted thereof and remodeling construction alterations thereof on any lot shall be subject to and shall require 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 (dumpster) shall 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) All lots shall not be used as dumping grounds in any way. Lots must be maintained and kept up before, after and during construction. This includes: Weeds, trash and rubbish, on the lot and sidewalks, curbs and gutters are to be kept clean and in good repair.

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 the lot.

5) RESTRICTIVE USES:

a) No noxious or offensive activity shall be carried on and 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, trailer, basement, tent, shack, barn or other out building shall be used on any lot at any time, as a residence either temporary 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 keep the roadway open to daily traffic, and to avoid the unsafe and unsightly conditions of the vehicles parked on the street for long periods of time. 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 giving notice in form of written request placed on the vehicle in question and subsequently be causing that vehicle or equipment parked on the street in violation of this provision, be towed 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, only for the building of the homes.

d) No more than one (1) family unit will be maintained on each lot within the

subdivision. Notwithstanding the foregoing, it is contemplated that live-in help and immediate family members, their spouses and children would be permitted to occupy the premises with the lot owner. Unless approved by the A.C.C.

e) 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.

f) 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.

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

h) Tree Qualifications: Each lot facing 800 North will be required to plant one Greenspire Linden *Tilia Cordata* Tree every 35 feet in the planter strip between road and sidewalk. Exact locations to be determined by the A.C.C.

6) ENFORCEMENT RIGHTS:

If any parties hereto, or any of them, 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 him or them from so doing or to recover damage, 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:

Clark Evans

Susann Evans

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 claiming under them.

c) Enforcement shall be by 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) Each lot owner/homeowner, along with the developer, must inspect the sidewalks, streets, fences, utility improvement, etc. prior to the actual closing of long term loan on the lot or home to see if any damages occurred in the process of building the home. 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.

f) Conduits are in place for cable television to every lot in the subdivision. The cable company operates on their own schedule and will only come into the area when there are so many people per mile.

OWNER: Clark Evans
By: _____
Name: Clark Evans, Trustee of the Evans Family Revocable Trust 12-05-1988

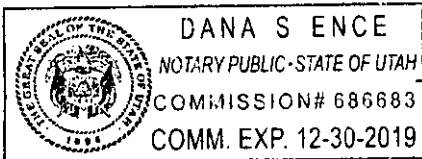
OWNER: Susann Evans
By: _____
Name: Susann Evans, Trustee of the Evans Family Revocable Trust 12-05-1988

OWNER: Jared Bishop
By: _____
Name: Jared Bishop

ACKNOWLEDGEMENT

State of Utah
County of Utah

On this 20 day of September, in the year 2017, before me Dana Ence, a notary public, personally appeared Clark and Susann Evans, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged he executed the same. Witness my hand and official seal.



Dana Ence

Notary Public

ACKNOWLEDGEMENT

State of Utah
County of Utah

On this 28 day of September, in the year 2017, before me Caitlin Kearney, a notary public, personally appeared Jared Bishop, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged he executed the same. Witness my hand and official seal.

Caitlin Kearney
Notary Public

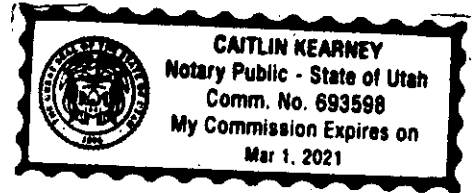
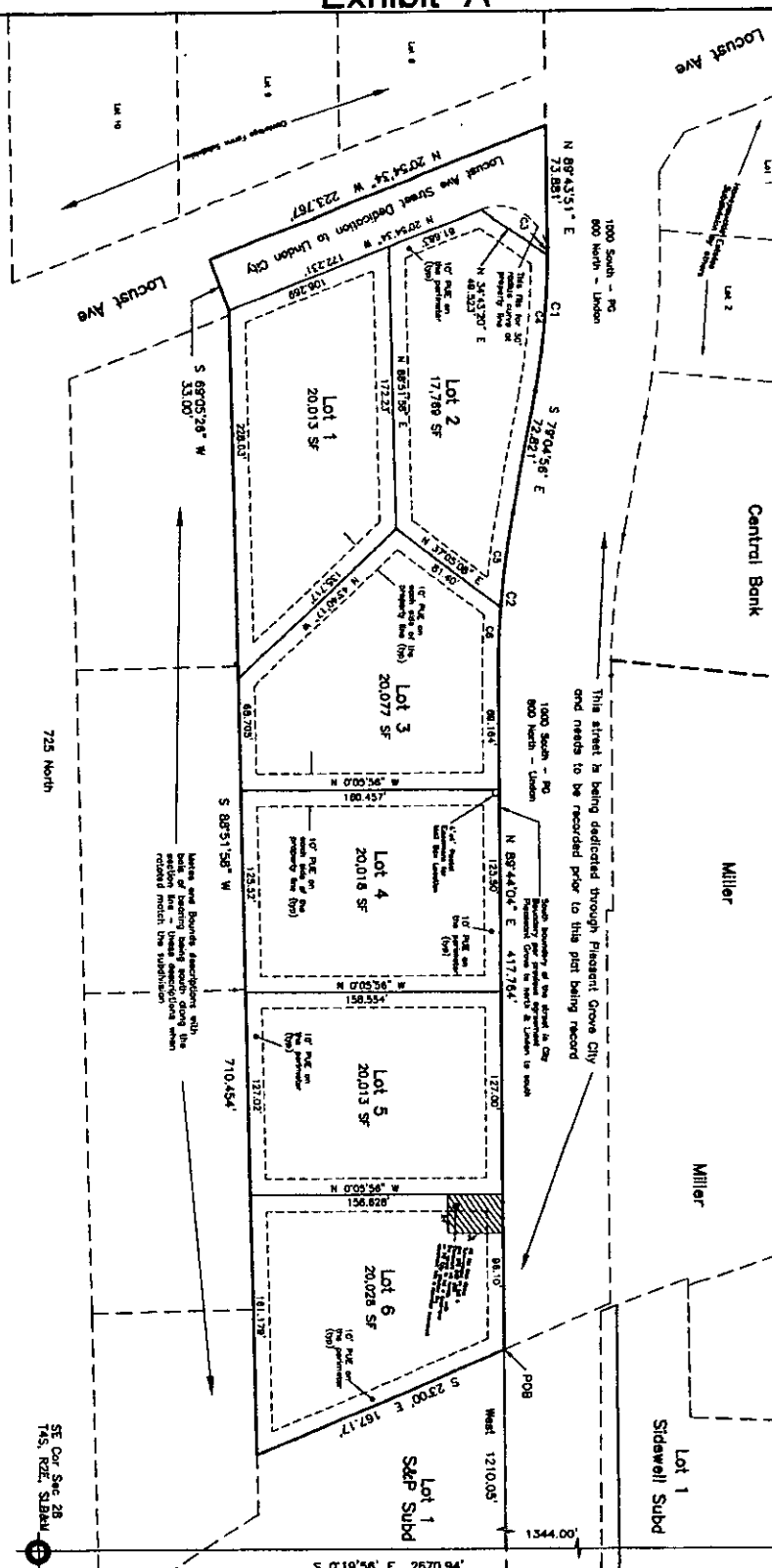
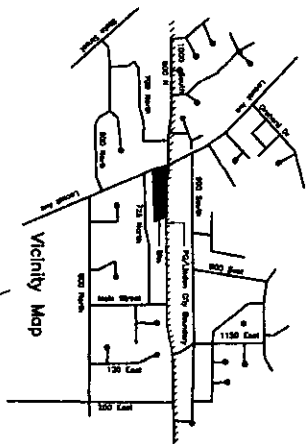
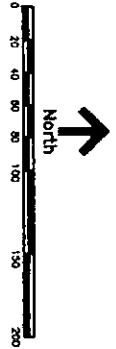


Exhibit "A"

Curve Table

Curve No.	Chord Bearing & Distance	Radius	Tangent
C1	S 84°40'32" E 51.032'	487.00'	43.736'
C2	S 84°40'32" E 51.032'	487.00'	43.736'
C3	S 84°40'32" E 51.032'	487.00'	43.736'
C4	S 84°40'32" E 51.032'	487.00'	43.736'
C5	S 84°40'32" E 51.032'	487.00'	43.736'
C6	S 84°40'32" E 51.032'	487.00'	43.736'
C7	S 84°40'32" E 51.032'	487.00'	43.736'
C8	S 84°40'32" E 51.032'	487.00'	43.736'



Present Owner Information
 Present Owner: Pleasant Grove Irrigation Company
 Present Owner Information: Representative and Data

City Engineer's Certificate
 I, _____, City Engineer, do hereby certify that the foregoing plat and map are correct and true to the original survey and that the same conform to the laws of the State of Utah and the City of London, Utah.

London City Engineer (see seal)

Ordinary Subdivision Notice
 This plat is a preliminary map and does not constitute a final map. It is subject to change without notice.

Notice of London City Planning Commission
 The City of London, Utah, Planning Commission has reviewed this plat and has approved it for recording. The Commission's approval is based on the information provided and does not constitute a guarantee of accuracy.

Survey
 I, K. Edward Gifford, as Verity certified, have surveyed and shown on this plat and described below Lots 1 through 6, and have thereon placed the bearings, distances and areas of the same as shown on the plat as shown in the accompanying map.

Boundaries
 The boundaries of the several lots shown on this plat are as shown on the accompanying map and are subject to change without notice.

Acceptor
 The City of London, County of Utah, a duly organized and existing municipal corporation, do hereby accept and consent to the dedication of the streets and other public areas shown on this plat for the perpetual use of the public.

Notary Address

By Commission Expires

City Attorney

Mayor/Chairman, Planning Commission

Planning Director

City Engineer

HO
 Includes a vicinity map

UNION
 Surveyor's Seal