

Declaration of Covenants and Restrictive Covenants of The Brysen Lee Subdivision

The Brysen Lee Subdivision,

The undersigned, owner in fee for the following described real property, to wit: lots 1 through 3, inclusive, The Brysen Lee Subdivision, as described in Exhibit "A" mentioned herewith, do hereby make the following declarations as to limitations, restrictions and uses to which the lots and/or tracts constituting any addition may be put, hereby specifying that this 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.

ENT 151548;2007 PG 1 of 6  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
2007 Oct 23 10:31 am FEE 23.00 BY SW  
RECORDED FOR ACCESS TITLE COMPANY  
ELECTRONICALLY RECORDED

Exhibit A

The Brysen Lee Subdivision description:

Commencing at a point in an existing fence line, which is the NE corner of subject property which point lies North a distance of 1992.94 feet; and West, a distance of 869.81 feet from the South 1/4 corner of section 27, township 6 South, range 2 East, Salt Lake Base and meridian; thence along said fence line S01o51'10" W, a distance of 174.03 feet; thence to N88o49'24"W, a distance of 183.05 feet; thence N27o52'16"W, a distance of 198.50 feet; thence S88o55'20"E, a distance of 281.48 feet to the point of beginning. Containing 0.93 acres, more or less.

Said land has been subdivided into 3 lots and platted as described in the plat plan submitted to the City of Orem and recorded in the Utah County Recorders Office.

WHEREAS, The following covenants will apply to lots 2 and 3, Utah, according to the official plat thereof on file, with Orem City, to be recorded in the office of the Recorder of Utah County, Utah.

WHEREAS, The lots in the above described subdivision are to be offered for sale.

WHEREAS, Declarant desires to restrict the use of the above described real property, in order to create a subdivision with a theme with timeless design, such as French Country, by using traditional building materials such as white plaster, and hand-carved wooden beams, 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.

RESIDENTIAL, AREA COVENANTS

## 1). ARCHITECTURAL CONTROL COMMITTEE

**A. Membership.** The Architectural Control Committee (hereafter referred to as the A.C.C.) Shall be composed of a Declarant and one other member which may or may not be lot owners chosen by a majority of the lot owners present at a meeting called for the purpose of electing the A.C.C. 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, a special meeting shall be called of the lot owners and the vacancy(s) in the committee shall be filled by a majority vote of the lot owners present at such meeting. In this meeting, each lot may have 1 representative and 1 vote. Neither the members of the committee nor its designated representative shall be entitled to compensation for services performed pursuant to this Declaration. From and after September 1, 2007, the then record owners of a majority of the lots with the subdivision shall retain the power, through a duly recorded written instrument, to change the composition of the committee and any of its powers and duties. The initial members of the A.C.C. shall be Brysen F. Lee, and Jenifer Lee.

**B. Procedure.** All plans and specifications submitted to the A.C.C. must be accompanied by a written request for approval. The A.C.C.'s approval or disapproval shall be in writing and returned to the one making submission, together with a notification of approval or disapproval and the date thereof affixed to the letter. The A.C.C. will retain the plans. In the event the A.C.C. fails to approve or disapprove such plans and specifications within thirty (30) days after the same have been submitted, or in the event no court action to enjoin the construction has been commenced before completion thereof, approval will not be required and the related covenants herein shall be deemed to have been fully complied with. In the event the A.C.C. erroneously approves something on the plans that conflicts with the CC&Rs and Orem City code, the CC&Rs and Orem City code shall prevail, and the submitter shall be responsible for any subsequent changes and the costs associated with such.

## 2). ENFORCEMENT

The restrictions set forth in this instrument shall operate as covenants running with the land for the benefit of any and all persons who now may own, or who may hereafter own property in the Brysen Lee Subdivision, and such persons are specifically given the right to enforce these restrictions through any proceedings, at law or in equity (including but not limited to actions for injunctive relief, monetary damages or any other proceedings necessary to enforce the provisions of these covenants), against any person or persons violating or threatening to violate such restrictions, and to recover any damages suffered by them from any violation of such restrictions. Members of the A.C.C. singly or as a whole are given the right to enforce these restrictions through any procedure of law or equity against any person or persons violation or threatening to violate such restrictions, and to recover any damages suffered by them from any violation of such restrictions.

Every owner of a lot, whether owning it alone or jointly with another person, shall comply strictly with the provisions of this Declaration, and failure to comply shall be grounds for action to recover sums due for damages, for injunctive relief, or both, maintainable by Declarant or by any other owner or co-owner of a lot. In the event of violation of any of these covenants, the A.C.C. 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'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 occurred.

### 3.) ARCHITECTURAL CONTROL

No buildings shall be erected or altered on any lot without the specific approval of the construction plans by the A.C.C. The construction plans and specifications shall include a plan showing the location of the proposed structure within the building envelope on the lot, and a list of the purposed construction materials. Said materials shall consider existing topography, trees, and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum setback line unless similarly approved. No residence dwelling shall contain less square footage than the minimums set forth in the Declaration, unless the size and dimensions of the lot and appropriate set-back prohibit construction of a building in conformance with the minimum square footage set forth in these covenants. The A.C.C. shall have the power to approve site plans for each lot. The A.C.C. shall approve all landscaping plans and changes before landscaping or landscaping changes are begun.

#### A. Dwelling Quality and Size

A1. The exterior of each structure must be wood and plaster exterior to match lot 3's original design. No bright colors shall be used on the exterior of the buildings or fences including but not limited to red, yellow, green, pink, blue, or any combination of the prenominate colors. A theme of timeless design such as French Country is desired. The exteriors of all detached buildings on any lot in this subdivision shall be finished with the same materials as (or lesser materials with a similar appearance to) the main dwelling unit.

### 4.) NUISANCES

No noxious or offensive activity shall take place upon the lots of this subdivision which includes raising live stock or poultry or exotic animals. A reasonable number of household pets shall be allowed.

A.) No lot shall be used or maintained as a dumping ground for rubbish or debris or construction materials or rocks.

B.) No structures other than homes including trailers, basements, tents, shacks, garages, barns or other out buildings shall be used as a residence, either temporarily or permanently.

C.) Each lot owner shall be responsible for maintaining the sidewalk, curb and gutter in front of his/her lot, including but not limited to snow removal.

D.) No lot owner shall be permitted to dump anything from his lot onto any other lot in Brysen Lee Subdivision.

E.) No trash, ashes, nor any other refuse may be dumped, 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.

5.) PARKING AND STORAGE see Exhibit B

There is to be no parking in the easement. All vehicles must be parked in a garage or driveway, or are subject to be towed at owner's expense.

6.) MAINTENANCE

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

7.) EXCLUSIONS

Lot 1 shall be excluded from the covenants mentioned herein and shall be governed by its own sets of covenants and restrictions pertaining exclusively to Lot 1 until such time as the existing structure is remodeled to match lot 3; at that time Lot 1 shall be subject to these same CC&Rs.

8.) TERM

These covenants 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. The Declarant and Member of the A.C.C. can modify the CC&Rs at any time, for any reason without prior notice. Any changes made will be delivered to the residences that are part of the Brysen Lee Subdivision within 20 days.

9.) SEVERABILITY

Invalidation of any of these covenants by judgement 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 Brysen Lee Subdivision Owner/Developer has executed the instrument this 16, day of Oct, 2007

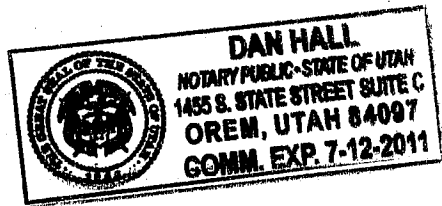
*Brysen Lee*  
Brysen Lee Subdivision Owner/Developer

BY: \_\_\_\_\_  
STATE OF UTAH

County of Utah

On the 16 day of October, 2007, personally appeared before me BRYSEN LEE who being by me duly sworn did say they executed the within instrument on behalf of Brysen Lee Subdivision.

*Dan Hall*  
NOTARY PUBLIC



# Exhibit B

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SL837362  
26+04  
25+76  
25+60 T  
TR

SL828668  
1664  
1+74 T  
1+75  
44'  
1/2" TR

SL828671  
1678  
2+53  
2+54 T  
47'  
1/2" P

SL828672  
1690  
2+89  
3+05 T  
3+58  
1/2" TR  
SL827755

SL802461  
1711  
25+22  
24+99 T  
24+66  
3/4" S  
108'

SL844293  
1705  
23+86  
23+66  
23+60 T  
3/4" TR

SL802462  
1723  
23+20 T  
23+20  
22+84  
GRANTOR:  
BRYSEN F. LEE  
Easement 10'  
Easement 10'  
20' R/W  
PROP  
POB

4" S  
35'  
1+80 T  
78'  
1736  
31  
32818-4  
1/2" TR  
43'

SL802463  
1735  
21+34 T  
21+33  
21+06  
3/4" S  
70'

SL802465  
1746  
20+42  
20+13 T  
20+12  
59'  
3/4" S

SL814260A  
1745  
20+66  
20+41 T  
20+11

SL1023147  
1758  
18+82  
3/4" TR

SL802466  
1755  
19+65  
19+16 T  
19+16  
3/4" S  
67'

WEST

SANDHILL

RC

Easement

