

L&T Construction  
Po Box 1999  
Orem ut 84059

ENT 175115;2003 PG 1 of 7  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
2003 Oct 31 9:04 am FEE 57.00 BY SS  
RECORDED FOR L & T CONSTRUCTION

# RESTRICTIVE COVENANTS

## BLACKHORSE RUN, A Planned Unit Development

We the undersigned, owners in fee of the following described real property, to wit: Units 17 through 51, inclusive, BLACKHORSE RUN, a P.U.D., PLAT A. 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

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 unit shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) single family dwelling not to exceed two (2) stories in height.
2. 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.
3. Building location. All buildings shall meet the minimum setback requirements as established by Spanish Fork City.
4. 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.
5. Keeping of animals other than those ordinarily kept as family pets shall be forbidden.
6. 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.

7. No signs, billboards, nor advertising structures may be erected or displayed on any unit 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 must meet the requirements of Spanish Fork City, and be removed at such time that all the units in the P.U.D. are sold.

8. 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,) to be placed behind the roof ridge line so as not to be visible from the roadway.

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

#### HOMEOWNER'S ASSOCIATION

A. A Homeowners' Association shall consist of one representative from each unit (chosen by the owners of that unit by whatever method they choose), the majority of which shall be necessary to carry out the enforcement of these CC&R's and any required approvals as set forth herein. An individual owning more than one unit may represent more than one lot, and thus have more than one vote.

B. The Homeowners' Association representatives shall serve without pay, and are to view their time as public service to the community. Therefore, any liability incurred due to an oversight or implied mistake that might arise due to the actions of the Homeowners' Association or any of its members while carrying out the function of the Association will be exempt from any civil claims brought against them by any person or unit bound by these CC&R's. Therefore, such Association representatives will be harmless from any such action by the Association.

C. A majority of representatives in agreement shall be able to make the determinations set forth in these covenants (unless otherwise specified), and the President (or other duly elected leader) shall, after a majority vote has been taken upon proper notice, be authorized to sign on behalf of the Association.

D. The Association may choose to form as an LCC or other entity providing some type of corporate or similar "shield".

E. The Association shall assess reasonable monthly and/or annual dues against each unit, and is responsible for the collection of the dues. If any unit fails to pay its dues within 30 days after a written request has been delivered to the property, the Association shall be entitled to file a lien on the property, and to take all steps necessary to collect the dues, including foreclosure of the property.

F. In the event of violation of any of these covenants, the Homeowners' Association is authorized and empowered to take such action as may be necessary to enforce and enjoin the violators of these covenants, to collect damages, and that the costs including attorney's fees of such enforcement shall be borne by offending property owner. If such costs of enforcement or collection 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.

G. The Homeowners' Association can specially assess property owners for any necessary improvements or repairs to the subdivision, or Association costs (e.g. cost of forming an LCC, etc.), above and beyond the monthly or annual dues described above. Said assessments shall be divided equally between units. All assessments shall be made to an owner of each lot in writing, and if unpaid within 30 days, said assessments shall become a lien on the property in favor of the Association, and may be recorded by the Association against the non-paying property.

#### WETLANDS

The association will own and maintain the wetlands area including the trail system and shall mow said area at least three times each year. The wetlands area is to be noted on the final plat and will always be under the ownership of said association. If there is any maintenance or expense associated with said wetlands and/or trail, the association will be responsible for those expenses.

#### 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. 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. 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 units owned by the initial Owner/Developer are sold, the aforementioned Owner/Developer will appoint five property owners in the P.U.D. to stand as the Architectural 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.

## 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 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.

That 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.

The final plans shall be delivered to the Committee, which shall accept or reject them within seven days, and so notify the owner in writing. Within seven days of submittal of complete written plans as previously outline in preliminary and working drawings.

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, or units designated representatives, fails to approve or disapprove such design and location within 30 days after such plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior the completion thereof, 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 borne by property owners proportionately to the frontage each owns on any street 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 been perpetuated.

#### SEVERABILITY

Invalidation of any one 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.

IN WITNESS WHEREOF, the undersigned, Blackhorse Run, a P.U.D., Inc., has executed the instrument the      day of      200\_\_.

Blackhorse Run, a P.U.D.

*Bruce R. Dickerson*  
By: Bruce R. Dickerson

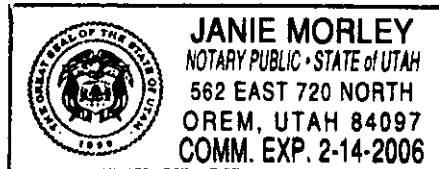
STATE OF UTAH

County of      }

On the ~~20~~ day of 27 2003, personally appeared before me Bruce R. Dickerson, who being by me duly sworn did say the he, Bruce R. Dickerson, is the General Manager of said Blackhorse Run, a P.U.D., that executed the within instrument and did acknowledge to me that the said corporation executed the same.

*Janie Morley*  
NOTARY PUBLIC

My Commission Expires: 2/14/06 Residing In: Orem, Utah



## Exhibit "A"

## BOUNDARY DESCRIPTION

A PARCEL OF LAND IN THE WEST 1/4 OF SECTION 17, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, UTAH COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION; THENCE S00°17'18"E ALONG THE SECTION LINE A DISTANCE OF 975.98 FEET; THENCE EAST A DISTANCE OF 543.90 FEET, SAID POINT ALSO BEING THE REAL POINT OF BEGINNING;

THENCE S89°04'20"E A DISTANCE OF 454.03 FEET; THENCE S34°32'35"W A DISTANCE OF 672.77 FEET; THENCE N55°27'25"W A DISTANCE OF 100.00 FEET; THENCE N34°32'35"E A DISTANCE OF 64.00 FEET; THENCE N00°28'53"W A DISTANCE OF 57.39 FEET; THENCE N66°47'14"E A DISTANCE OF 16.61 FEET; THENCE N76°53'02"E A DISTANCE OF 31.38 FEET; THENCE N34°32'35"E A DISTANCE OF 90.84 FEET; THENCE ALONG THE ARC OF A 5.00 FOOT CURVE TO THE RIGHT A DISTANCE OF 7.85 FEET, SAID CURVE HAVING A CHORD THAT BEARS N10°27'25"W A DISTANCE OF 7.07 FEET; THENCE N55°27'25"W A DISTANCE OF 12.96 FEET; THENCE N34°32'35"E A DISTANCE OF 177.00 FEET; THENCE N21°21'33"W A DISTANCE OF 27.25 FEET; THENCE N89°24'53"W A DISTANCE OF 202.97 FEET; THENCE N00°35'07"E A DISTANCE OF 118.67 FEET TO THE POINT OF BEGINNING CONTAINING 2.42 ACRES OF LAND.