

ENT 1173 BK 3069 PG 428

PLATS "B" & "C"

Covenants and Buildings Restrictions of Country Springs Development

KNOW ALL MEN BY THESE PRESENTS:

That COLES DEVELOPMENT COMPANY (C.D.C.) is the owner of the following described property located in Springville, Utah, Utah County, State of Utah.

'SEE THE ATTACHED EXHIBIT "A"

which is made a part herof by this reference

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 executes these covenants and building restrictions

That the real property covered by said covenants has been platted and is designed and known as the COUNTRY SPRINGS SUBDIVISION, that a plat thereof was accepted by the Springville City Council, the Planning and Zoning Committee and the Mayor of Springville City, and has been recorded in the office of the County Recorder of Utah County.

That C.D.C., is the sole owner of all of the land located in said subdivision, except the portion thereof dedicated as public streets, sidewalks, curb and gutters.

NOW THEREFORE, all of the lots shown on the subdivision plat of COUNTRY SPRINGS 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 lot(s) 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 conform to and observe the same.

These Covenants and Building Restrictions shall be administered over by an ARCHITECTURAL CONTROL COMMITTEE, hereinafter knowns as A.C.C., and said A.C.C. shall be controlled by a majority vote of the members and or the committee.

1). SIGNS:

No builder commercial signs will be allowed larger than 6'x4' and said sign must be placed on the lot which is being built on. No other signage will be allowed on or off this development site.

2). DWELLING QUALITY AND SIZE:

a). All of the lots shown on said subdivision plat of "B" and "C", shall be used only for residential purposes. No dwelling shall be erected altered, placed or permitted to remain on any lot other than one (1) single family dwelling, not to exceed two stories in height, in addition to a basement level, and private garages, for not less than 2 cars. Carports will not be allowed.

b). For a SINGLE story dwelling (RAMBLER), the finished area above grade will be not less than 2,000 sq.ft., exclusive of open porches and garages. All ramblers must have a minimum of a 9/12 pitch roof on all major roof lines, or as approved by A.C.C.

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c). For a TWO (2) story dwelling, the finished area above grade will be not less than 2,400 sq.ft. (both floors), exclusive of open porches, patios and garages.

d). Four (4) level split entry (bi-level) homes will not be allowed or permitted in this subdivision unless approved by the A.C.C..

e). OTHER 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, 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 the A.C.C..

f). Materials that are to be used in these two plats of "B" and "C" shall be as outlined:

1). All brick homes . 2). All brick and stucco homes, or 3). All stucco homes or 4). all rock homes or 5). all rock and stucco homes or 6). All other materials as would be appropriate and approved by the A.C.C. committee, for homes of a quality nature.

*all stucco homes must be of a high quality, with synthetic final finish coating, with pop outs around windows and doors.

Any other materials must be approved by the A.C.C. committee. Aluminum for soffits and eves will be allowed, and possible for dormers and window trims same upper floor area.

g). All roofs must be built using a minimum of a 30 year asphalt shingle roof, but emphasis will be placed on the design of the home matching the roof type and design.

h). All lots shall have a mail box that is approved by the Architectural Control Committee and the Post Office of Springville. See the Architectural Control Committee for approval of both. (the mail box and yard light are required to be built and installed by the builder of the home).

i). All lots must have a decorative yard light with a photo cell for automatic on and off. Said yard light should be located within 10-15 feet of the front sidewalk. Yard lights are not the same as court yard lights, but they can be located in the top of the brick mail box.

j). All landscaping, including grass, trees, shrubs, must be completed within 24 months from first the ground is broken for the home site. Front yard landscaping must be in place within 15 months from the first ground is broken for the home site.

k). Lots 2,3,4,5,6,7,8,9, & 10 have a 45 foot easement from the center line of the creek, then towards the home site. (see plat).

1). It should be noted that home size and requirements are different for the homes located in Plat "B" and "C".

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SPECIFICATIONS:

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

a). One set of complete plans and specifications together with a site plan, shall be submitted to the A.C.C. for approval. All plans must have the approval of the A.C.C. signature and date before proceeding with construction.

b). The Committee (A.C.C.) shall approve or disapprove the plans and specifications and details within 7 days from receipt. The plan submitted shall be returned to the lot owner, along with any comments the committee may deem to make, and this set of plans shall become the builders set of plans whereby the home is built.

c). The Committee 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.

d). Easements for installation and maintenance of utilities are reserved as noted on the recorded plats. Within these easements no structure or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities and easement rights. The easement areas of each lot and improvements in it shall be maintained continuously by the owner of the lot, except fr those improvements, if any, for which a public authority or utility company is responsible.

d). All lot setbacks, side yard and back yard set backs shall conform to the City of Springville.

3). MAINTENANCE:

a). A NOTICE OF CONTINUING LIEN will be placed upon the entire subdivision called COUNTRY SPRINGS and it shall be binding on all lots and lot owners within this project. (lots 1-43 OF COUNTRY SPRINGS) The purpose for the continuing lien is to insure that the payment of the monthly maintenance fees (if any), the assesments, penalties, interest and administrative assesments on any or all of said items are paid. Also, to insure that all items specified in the RESTRICTIVE COVENANTS, that require the lot/home owner to comply with (i.e. brick mail boxes and yard lights, landscaping) are installed according to the covenants hereto.

A certificate of good standing must be obtained from the COUNTRY SPRINGS HOME OWNERS ASSOCIATION, indicating that all outstanding assesments and obligations have been paid in full and/or installed, prior to the closing of any loans.

The cost of obtaining a "CERTIFICATE OF GOOD STANDING" may be \$10.00 per certificate.

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b). No lot shall be used or maintained as a dumping ground for rubbish or debris. Trash, garbage or other waste shall not be kept except in a sanitary container(s). All containers used for the storage or disposal of such materials shall be kept clean and sanitary.

c). Unless otherwise approved in writing by the A.C.C., construction of the primary dwelling must be completed, construction materials and equipment removed and the ground graded, within 15 months from the time ground is broken for the structure.

d). All lots, whether improved or unimproved, must be kept free of rubbish, weeds, trash and all debris of any kind and must be maintained in such a manner as to not detract from the subdivision, as a whole. Sidewalks, parkways, curb and gutters must be kept clean, unobstructed and in good repair.

e). NO CONTRACTOR OR LOT OWNER shall use someone else's lot to hold top soil or any gravels or building materials, without the express written consent of that lot owner.

f). Any item put in for the common benefit of all lot owners will be maintained by all parties and all expenses and repairs and costs of operations will be paid equally by those lot owners in this subdivision. Anyone failing to pay his or her share, the body of the lot owners can cause a lien to be brought on his or her property until the amount is paid in full. Said lien can carry an interest rate not to exceed 18% annual rate. The body of the lot owners shall be known as "COUNTRY SPRINGS HOMEOWNERS ASSOCIATION". All parties who will be affected by additional common benefits or assets must approve said improvements and costs.

g). It is understood that the ENTRANCE WAYS, brick, rock, rod iron, signs etc., are the common ownership of the COUNTRY SPRINGS HOMEOWNERS ASSOCIATION, and they must be maintained by the lot owners, by someone appointed to act in their behalf. The lot owners, whereby the entrance way sits, can not alter, in any way, the structure. The body of the lot owners will elect a person or persons to take charge of the association for one year. The association will set a annual fee for maintenance and the first years annual fee will be collected at the closing of the lot transaction.

4). RESTRICTIVE USE:

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 buildings shall be used on any lot, at any time, as a residence either temporary or permanently.

c). No animals, livestock or poultry of any kind shall be raised or kept on any lot, except for dogs, cats and other domesticated household pets may be kept provided that they are not kept or maintained for commercial purposes or in any quantity, and provided further that all pets kept outside must be restrained in a humane and sanitary manner. Kennels, runs and leash areas must be kept clean and sanitary and may not be locate closer than 20 feet from any neighboring dwelling. No pets may be kept in unreasonable numbers, and the A.C.C. may establish rules and restrictions concerning breeds, types and numbers of dogs, cats and all animals. No pit bulls (dogs) nor mini-pigs etc., shall be allowed in the subdivision.

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d). No automobiles, trucks, camperss 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 roadways open to daily traffic, and to avoid unsafe and unsightly conditions of vehicles parked onthe 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 the form of a written request placed on the vehicle in question and subsequently by causing the vehicle(s) or equipment parked on the street in violation of this provision, be towed away, at the owners expens. None of the above reference vehicles or equipment may be kept or stored on any lot unless in a garage or parking stall (pad), however, commercial business equipment etc., are not allowed in this subdivision, only for the building of the homes etc.

e). No lot line fence over 6 feet will be allowed. NO CHAIN LINK FENCES WILL BE ALLOWED.

f). Swamp Coolers are allowed, however, all coolers must be placed on the back side of the roof so NO part of the cooler can be seen from the front street location.

g). No radio or short wave antenna's will be allowed. All T.V. antennas must be placed on the back side of the roof, or in the attic, so no part can be seen from the front street location. All satellite antenna systems can not be placed in the front yard, side yard or roof. They must be sight obscured.

h). NO COMMERCIAL BUSINESSES or activitiy of a permanent nature may be conducted within the subdivision, without the express written consent of the A.C.C.. The standard by which the Committee shall judge in connection with such request, shall be based on business traffic avoidance within the subdivision, the avoidance of equipment traffic and storage of equipment on the owners ot, and the unobtrusive nature of the requested activity, viz, the other property owners. In all cases, NO COMMERCIAL SIGNS WILL BE ALLOWED.

i). No more than one (1) family unit will be maintaied on each lot within the subdivision. Not withstanding 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.

5). ENFORCEMENT RIGHTS:

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If the parties hereto, or any of them, or their heirs or assigns shall 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 one by proceedings at law or in equity against the person or persons violating or attempting to violate any such Covenant, and with to prevent him or them from so doing or to recover damages, attorney fees, costs of the court or other dues for such violation.

6). ARCHITECTURAL CONTROL COMMITTEE:

THE INITIAL COMMITTEE IS COMPOSED OF:

O. KENT COLES, THE DEVELOPER/ 281 North 1200 East, Orem, Utah
84057. 226-8820/ 376-8228

a). When all lots within the subdivision have been sold by the developer, the structure of the Committee (A.C.C.) will change to include not less than three (3) nor more than five (5) duly elected property owners. Representatives of the developer and the seller will no longer be included.

b). Members of the Committee (A.C.C.) shall be elected to one year term at the annual meeting of the property owners in the COUNTRY SPRINGS DEVELOPMENT, on a one vote recorded lot basis. Vacancies on the committee shall be filled by a majority vote of the remaining Committee members. Any and all members of the committee may be removed and replaced upon a 2/3rds vote of the property owners.

c). Membership in the Committee shall be limited to property owners only, as long as three (3) property owners consent to serve.

d). There presently exists a HOMEOWNERS ASSOCIATION, known as "COUNTRY SPRINGS HOMEOWNERS ASSOCIATION". The committee will operate under the direction of the DEVELOPER, until a committee of at least 3 property owners can function in this position. The committee will collect the annual dues of \$30.00 and will administer same. These funds are to be used for the payment and maintenance of the front entrance ways and any common amenities that may exist.

7). GENERAL PROVISIONS:

a). Except as otherwise provided, this declaration can be amended at any time by a written document, in recordable form, by not less than three-fourths (3/4) of the property owners within the subdivision as long as it does not adversely affect all property owners, as to value or added expense and costs of building their homes, then it will take 100% of the present lot owners to ratify any changes.

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 covenants either in restrain violation or to recover damages.

d). Each lot owner is fully responsible to see that their contractor receives a copy of this document of building covenants and restrictions and to see to it that the contractor and sub-contractors abide by them.

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f). Each lot owner, after the closing of the lot transaction, becomes liable for any damage to sidewalk, curb and gutter on their lot, and on any lot whereby their contractor or sub-contractors enter thereon during the process of building the lot owners home. Any damages having occurred by the lot owner, their contractor or sub-contractors, in the process of building the home, shall be repaired and paid for by the lot owner, the contractor and/or sub-contractors involved in the building of the home.

g). There is NO representation being made as to CABLE T.V. in this subdivision. The cable company operates on their own schedule and will only come into the area when there are so many people per mile. (Call the cable company for details).

IT IS REQUIRED THAT EACH AND EVERY LOT BUYER READ AND UNDERSTAND THESE COVENANTS AND BUILDING RESTRICTIONS OF "COUNTRY SPRINGS DEVELOPMENT", AND THEY MUST SIGN THIS DOCUMENT SPECIFYING THAT THEY HAVE READ IT AND UNDERSTAND IT, AND ACCEPT IT IN ITS ENTIRETY.

h). All lots must be built on within 5 years from the original date of purchase of the original owner.

BUYER _____ DATE _____

BUYER _____ DATE _____

In witness thereof; The said Owner of the hereinafter described property, being duly authorized, have caused his name to be hereunto subscribed on this _____ Day of _____
19_____

John Cole _____ DATE _____
COLES DEVELOPMENT COMPANY

Subscribed and sworn to me on this 7th day of July 19 93
My commission expires 8/20/95 and I reside in Utah Country, State of Ut.

Seal Vickie DeGraffenreid _____

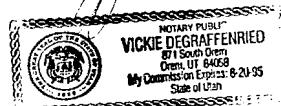


EXHIBIT "A"

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ALL OF PLAT "B", COUNTRY SPRINGS SUBDIVISION, SPRINGVILLE, UTAH COUNTY, UTAH,
ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED IN THE OFFICE OF THE COUNTY
RECORDER OF UTAH COUNTY, UTAH.

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