

ENT 23890 BK 2935 PG 759  
NINA B REID UTAH CO RECORDER BY BT  
1992 MAY 15 2:51 PM FEE 26.00  
RECORDED FOR DAVID GRAVES

DECLARATION OF COVENANTS AND BUILDING RESTRICTIONS OF  
CHERRY MEADOWS SUBDIVISION

WHEREAS, the undersigned, being the owners of the following described real property located in the City of Springville, Utah County, State of Utah:

All of Lots 1-33, inclusive, Plat "A", CHERRY MEADOWS SUBDIVISION, Springville, Utah, according to the official plat thereof on file in the office of the Recorder of Utah County, Utah.

WHEREAS, it is the desire of the Declarant to subdivide into lots for the purpose of sale and to restrict the use of the above described real property, 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.

1. RESIDENTIAL AREA COVENANTS:

A. DWELLING QUALITY AND SIZE:

A1. All of the lots shown on the subdivision plat 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 (2) stories in height in addition to a basement and private garage for not less than two (2) cars and not more than three (3) cars. Carports will not be allowed. Detached garages or "shops" will not be allowed.

A2. For a single story "rambler style" dwelling, the finished area above grade will not be less than one thousand four hundred (1400) square feet exclusive of open porches and garages.

A3. For a two (2) story dwelling, the finished area above grade will not be less than one thousand two hundred (1200) square feet on the main level and eight hundred (800) square feet on the upper level exclusive of open porches and garages.

A4. The exterior of each structure shall be a minimum of sixty percent (60%) masonry construction or as approved by the Architectural Control Committee.

A5. All dwellings shall be constructed with a full basement or as approved by the Architectural Control Committee.

B. UNIFORM MAIL BOXES: Upon each lot which a home is constructed, the owner shall install, at their expense and within thirty (30) days of completion of said home, a mail box which must conform to Architectural Control Committee standards as to size, style and location.

C. LANDSCAPING: All yards must be landscaped on front, rear and side yards within eighteen (18) months after completion of the home on any lot. All fences shall be approved by the Architectural Control Committee prior to construction.

D. ARCHITECTURAL CONTROL:

D1. No building shall be erected, placed, or altered on any lot until the construction plans and specifications have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of exterior design with existing structures, and as to location with respect to topography and finish grade elevation.

D2. No building or structure of any kind whatsoever other than a single family dwelling shall be erected except that a storage shed of satisfactory design may be erected, provided that the shed is not larger than one hundred twenty (120) square feet.

D3. Each lot owner shall be responsible for maintaining the sidewalk, curb and gutter in front of his/her lot and will repair any damage thereto related to construction or otherwise.

D4. The keeping of animals other than those ordinarily kept as family pets shall be forbidden, except with the written permission of at least 2/3 of subdivision property owners.

2. ARCHITECTURAL CONTROL COMMITTEE

A. MEMBERSHIP. The Architectural Control Committee shall be composed of Declarant and two other individuals of its choosing who may or may not be lot owners. 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, the remaining members shall have full authority to designate a successor. Neither the members of the Committee nor its designated representative shall be entitled to compensation for services performed pursuant to this Declaration. After August 1, 1996, the then record owners of a majority of the lots of the subdivision shall have the power, through a duly recorded written instrument, to change the membership of the Committee and any of its power and duties.

B. PROCEDURE. All plans and specifications shall be submitted to the Committee in duplicate and accompanied by a written request for approval. The Committee's approval or disapproval shall be in writing and returned to the one making submission with the date thereof affixed to one copy of such plans and specifications. In the event the Committee fails to approve or disapprove such plans and specifications within (30) days after the same have been submitted to it, or in the event if no suit 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.

C. ENFORCEMENT. Enforcement of these covenants and restrictions shall be by proceedings at law or in equity to restrain violation or to recover damages against any person or persons violating or attempting to violate any of the covenants contained within this Declaration.

D. 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 restriction 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.

Dated the 14th day of May, 1992

Cherry Meadows Subdivision

by David J. Graves  
David J. Graves, Owner

by Shellie D. Graves  
Shellie D. Graves, Owner

STATE OF UTAH )  
ss. )  
COUNTY OF UTAH )

On the 14th day of May, 1992, personally appeared before me a Notary Public of the State of Utah, David J. Graves and Shellie D. Graves, who being duly sworn, acknowledged to me that they executed the same.



Shariene Behrman  
Notary Public

My Commission Expires: 12-29-95 Residing at: Santaquin, UT