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AUG 18 1990

BRIARWOOD ESTATES  
PLAT "B"

Covenants, Conditions and Restrictions

It is the Developer's desire to restrict the use of lots in Briarwood Estates, Plat "B" and for this purpose the following Covenants, Conditions and Restrictions are set forth.

The property covered by these Covenants, Conditions and Restrictions has been platted and recorded as Briarwood Estates, Plat "B" in the office of the County Recorder of Utah County.

All lots shown on the plat of Briarwood Estates, Plat "B" are held and shall be conveyed subject to the Covenants, Conditions and Restrictions hereinafter set forth and all persons and corporations who hereafter own or have any interest in any lot in said subdivision shall take and hold the same subject to the agreement to conform to and observe the same for a period of twenty five (25) years from the date of recording; provided, however, that said Covenants, Conditions and Restrictions shall be renewed automatically and continue thereafter for successive periods of ten (10) years each, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change the Covenants, Conditions and Restrictions in whole or in part.

1. HOME QUALITY AND SIZE

A. All of the lots shown on the subdivision plat shall be used only for residential purposes. No home shall be erected, altered, placed or permitted to remain on any lot other than one (1) single family home, not to exceed two (2) stories in height in addition to a basement and private garage for not less than two (2) cars.

B. For a single story home the finished area above grade will not be less than 1,300 square feet, exclusive of open porches and garages. All homes must have a minimum of a 4/12 roof pitch or as approved by the Architectural Control Committee.

C. For a two (2) story home, the finished area above grade will not be less than 1,800 square feet exclusive of open porches and garages.

D. For three (3) and four (4) level split homes, the finished area for the upper three levels will not be less than 1,550 square feet exclusive of open porches and garages.

E. The following styles of homes will not be allowed:

modular, round, octagonal, pre-fabricated, pre-built, all wood, all aluminum, split entry, log, mobile, steel, concrete or any other type or style of home similar in nature to any of the above, as determined by the Architectural Control Committee. Solar homes will be allowed only upon approval by the Architectural Control Committee.

ENT29506 BK 2721 PG 580

F. Exterior surface area of all structures will contain not less than fifty (50) percent brick, natural stone or stucco. Other similar material may be used as approved by the Architectural Control Committee, in writing.

G. Any deviation from or modification of paragraph 1 shall be by way of unanimous consent of the Architectural Control Committee, duly nominated and elected to serve as further set forth herein.

## 2. SPECIFICATIONS

To protect the investment of homeowners in the subdivision, homes of good design are requisite and must be approved by the Architectural Control Committee prior to submittal of the plans to American Fork City for issuance of a building permit.

A. All plans and specifications for any structure or improvement to be erected on any lot, and the proposed location on the lot, the construction materials, any later changes or additions after initial approval has been given thereof and remodeling, reconstruction, alterations thereto on any lot shall be subject to and shall require the approval of the Architectural Control Committee, in writing, before any work is commenced.

Two (2) complete sets of plans and specifications for any and all proposed improvements shall be submitted to the Architectural Control Committee for approval. No structures 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 received such written approval as herein provided. Such plans shall include plot plans showing the location on the lot of buildings, walls, fences or other improvements proposed to be constructed, altered, placed or maintained, together with the proposed construction materials and color schemes for roofs and exteriors.

The Architectural Control Committee shall approve or disapprove plans, specifications and details within fifteen (15) days from the receipt thereof; the plans and specifications shall be deemed approved should the Committee fail to respond within the fifteen (15) day period. One (1) set of plans and specifications and details with the approval or disapproval endorsed thereon, shall be returned to the person submitting them and the other copy thereof shall be retained by the Committee for

its permanent files.

ENT29506 BK 2721 PG 581

The Architectural Control Committee shall have the right to disapprove any plans, specifications or details submitted to it in the event the same are not in accordance with all of the provisions of these restrictions. Further, if the design or color scheme of the proposed improvements is not in harmony with the general surroundings of such lot or with the adjacent buildings or structures; if the plans and specifications submitted are incomplete; or in the event the Architectural Control Committee deems the plans, specifications or details, or any part thereof, to be contrary to the interest, welfare or rights of all or any one of the property owners of the subdivision, then the Committee shall have the right to disapprove said plans, specifications or details submitted. The decision of the Committee shall be final, subject to veto by a two thirds vote of all the Committee members.

The Architectural Control Committee shall not be responsible in any way for defects in any plans or specifications submitted, revised or approved in accordance with the forgoing provisions, nor for any structural or other defects in any work done according to such plans, specifications or details.

The Architectural Control Committee shall have the authority to set up regulations as to height, architectural plan and design, the size requirements for all improvements, including but not limited to: homes, out buildings, fences, walls, etc.

No improvements shall be built unless they conform with all requirements of the federal, state and local governing authorities and the minimum building area restrictions as they may exist at the time of approval of the plan by the Architectural Control Committee.

All driveway approaches through any curb will be professionally sawcut. Curb removal will not be allowed to provided for driveway approaches.

### 3. MAINTENANCE

Lot Owners are required to provide a dumpster on site during the entire construction process of a home or other major improvement. A deposit of five hundred dollars (\$500.00) will be submitted to the Architectural Control Committee at the time of submittal of plans, specifications and details for review by the Committee. Plans, specifications and details will not be considered received until the deposit is received in full. The deposit will be returned, in full, less any expenses incurred by the Committee to clean up debris not properly disposed of during the construction of improvements. The deposit may also be applied as described in section 7, paragraph E. The Lot Owner is

responsible to insure that contractors, subcontractors, suppliers and all others maintain a clean construction site. Dumping of excess concrete and clean out of concrete trucks on any part of the subdivision is strictly prohibited.

ENT29506 BK 2721 PG 582

A. 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 sanitary containers. All containers used for the storage or disposal of such materials shall be kept in a clean and sanitary condition. During construction, excess building materials and debris shall not be permitted to accumulate.

B. Unless otherwise approved in writing by the Architectural Control Committee, construction of home must be completed, construction materials and equipment removed and the ground graded within twelve (12) months from the date of issuance of the building permit by American Fork City.

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

D. Unless otherwise approved in writing by the Architectural Control Committee, no building material of any kind or character shall be placed or stored upon any lot until the owner thereof has obtained a building permit. All materials shall be placed and stored within the property lines of the lot upon which the improvements are to be erected and shall not be placed in the streets or between the curb and the property lines. The Lot Owner is responsible for any damage or disturbance of improvements and properties caused by contractors, subcontractors, suppliers, etc. working to complete improvements on the owner's lot.

E. Unless otherwise approved in writing by the Architectural Control Committee, landscaping, including grass, shrubs and trees must be completed within twenty four (24) months from the date of issuance of a building permit by American Fork City.

#### 4. RESTRICTIONS ON USES

A. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become any annoyance or nuisance to the neighborhood.

B. No structure of a temporary character (ie. trailer, basement, tent, shack, garage, barn or other out building) shall be used on any lot at any time as a residence, either temporarily

or permanently.

ENT29506 BK 2721 PG 583

C. No livestock or poultry of any kind shall be raised or kept on any lot. Dogs, cats and other domesticated household pets may be kept provided they are not kept or maintained for any commercial purpose and provided 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 located less than twenty (20) feet from any neighborhood home. No pets may be kept in unreasonable numbers and the Architectural Control Committee may establish rules and restrictions from time to time concerning specific breeds and types of dogs or animals.

D. No fence over six (6) feet high will be allowed.

E. No radio or short wave antennas will be allowed.

F. All satellite antenna systems (dishes or disks) must be installed in the back yard of the lot. At the discretion of the Architectural Control Committee, these devices may be allowed in side yards, if fully and properly screened from street views.

G. 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 would be permitted to occupy the premises with the Lot Owner.

5. ENFORCEMENT RIGHT

If any of the parties hereto or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property in the subdivision, to prosecute any proceeding law or in equity against the person or persons violating or attempting to violate any such covenants, to prevent him or them from doing or to recover damages, reasonable attorney fees, court costs or other dues for such violation.

6. ARCHITECTURAL CONTROL COMMITTEE

A. The initial Committee is composed of:

|                  |                |
|------------------|----------------|
| Jerry D. Edwards | (801) 756-6525 |
| Michael G. Smith | (801) 756-6563 |
| Kayl W. Smith    | (801) 756-6782 |

B. When all lots in the development have been sold by the Developer, the structure of the Committee will change to include not less than three (3) nor more than seven (7) duly elected property owners.

C. Membership on the Committee shall be limited to property owners only, as long as at least three (3) property owners consent to serve. In the event the property owners cannot fill at least three (3) seats on the Committee, any property owner may nominate a non-property owner in the subdivision and such individuals may be voted upon for membership on the Committee.

ENT29506 BK 2721 PG 584

7. GENERAL PROVISIONS

a. Except as otherwise provided this declaration can be amended at any time by written instrument executed in recordable form by not less than three fourths (3/4ths) of the property owners in the subdivision.

B. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty five (25) years from the date these covenants are recorded. (Extension provisions cited previously.)

C. Enforcement shall be by proceeding law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

D. Invalidation of any one of these covenants by judgement or court order shall in no way affect the remaining provisions which shall remain in full force and effect.

E. Each Lot Owner with a member or members of the Architectural Control Committee must inspect the sidewalks, streets, fences, utility improvements, etc. prior to release of the five hundred dollar (\$500) deposit. (See section 3 paragraph 1.) Any damages incurred by the Lot Owner, contractors, subcontractors, suppliers or any others, in the process of construction of improvements, shall be repaired and paid for by the Lot Owner. Repairs must be completed and paid for within thirty (30) days of written notice by the Architectural Control Committee unless otherwise arranged, in writing, by the Committee. Repairs not completed as outlined above may be completed by the Architectural Control Committee and the five hundred dollar (\$500) deposit may be used to pay for the repairs. The Lot Owner is responsible for all costs associated with repairs and any shortfall not covered by the deposit is the responsibility of the Lot Owner.

Kayl W. Smith  
OWNER

8/24/90  
DATE

Jerry S. Edwards  
OWNER

8/24/90  
DATE

Michael G. Smith  
OWNER

8/24/90  
DATE

STATE OF UTAH        )  
                          ) : ss.  
COUNTY OF UTAH    )

On the twenty fourth day of August one thousand nine hundred and ninety personally appeared before me

JERRY DEAN EDWARDS, KAYL W. SMITH AND MICHAEL G. SMITH  
the signers of the foregoing instrument who duly acknowledged to me that they executed the same.

Brian D. Brunson  
NOTARY PUBLIC

My commission expires: 11-3-90

Residing at: Orem, Utah

