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**DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS**

TIMPANOGOS ESTATES

SUBDIVISION

Pleasant Grove, Utah County, Utah

ENT 51586 BK 3739 PG 605
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
1995 AUG 7 2:51 PM FEE 36.00 BY AC
RECORDED FOR VALLEY TITLE COMPANY

THIS DECLARATION (the "Declaration") is made this 1st day of August, 1995 by
PERSONAL PROPERTIES of Grand Junction, Colorado (the "Declarant"), in its capacity as the owner and
developer of Timpanogos Estates subdivision, Pleasant Grove, Utah.

It is the Developer's desire to restrict the use of lots in Timpanogos Estates and for this purpose the
following Restrictions are set forth.

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

All lots shown on the plat of Timpanogos Estates are held by declarant and shall be conveyed
subject to the Covenants, Conditions and Restrictions hereinafter set forth; and all persons and corporations
who hereinafter own or have any interest in any lot in said subdivision shall take and hold 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 purpose. 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 no more than
two (2) cars.

B. For a single story home, the finished area above grade will not be less than 1800 square feet,
exclusive of open porches and garages. All homes must have a minimum of a 6/12 pitch or as otherwis
approved by the Architectural Control Committee.

C. For a two-story home, the finished area above grade will not be less than 2400 square feet,
exclusive of open porches and garages.

D. The following styles of homes will not be allowed; modular, round, octagonal, pre-fabricated,
pre-built, all wood, all aluminum, split entry, log, mobile, exterior steel, 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.

E. The exterior surface area of all structures will consist of no less than 100% brick, natural stone,
or stucco on the front of each structure and 90% or more brick, natural stone, or stucco on the remainder of
each structure. Other Similar material may be used as approved by the Architectural Control Committee in
writing.

F. Any deviation from or modification of the conditions established in paragraph 1 shall be by way
of unanimous consent of the Architectural Control Committee, duly nominated and elected to serve as shall
hereafter be set forth.

2. Specifications

A. To protect the investments of homeowners in the subdivision, homes of good design and quality are mandatory and must be approved by the Architectural Control Committee prior to application for a building permit.

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B. Before any structure is erected or any modifications, additions, alterations, or remodeling of existing structures is commenced, prior written approval for such must be obtained from the Architectural Control Committee.

C. 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 construction on any structure shall commence on any lot unless and until the final plans, elevations, and specifications of said structure have received such written approval as is herein required. Such plans shall include the location of buildings, walls, fences, and any other improvements 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 have fifteen (15) days to consider any such proposed improvements. One (1) set of plans with the indicated approval or disapproval shall be returned to the submitting party and the second copy shall be retained by the Committee. Should the Committee fail to respond within the fifteen (15) day period, the proposal shall then be approved by default.

D. The Architectural Control Committee shall have the right to disapprove any proposed structure, improvement, addition or modification in the event that 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 and if the plans and specifications submitted are incomplete, or in the event the Architectural Control Committee deems the plans, specifications, or any part thereof to be contrary to the interest or welfare of the subdivision, then the Committee shall have the right to disapprove the proposed improvement. The decision of the Committee shall be final, subject to veto by a two-thirds majority of all Committee members.

E. Neither the Architectural Control Committee nor any member thereof shall be held liable for damages by reason of any action, inaction, approval, or disapproval taken or given by such member or the Committee with respect to any request or submittal; neither shall the Committee nor any member thereof be responsible in any way for any subsequent architectural, structural, or any other defect resulting from any Committee or member action, inaction approval, or disapproval.

F. The Architectural Control Committee shall have the authority to dictate regulations as to the height, architectural design, and size of all improvements, including, but not limited to; homes, out buildings, fences, walls, etc.

G. All proposed improvements shall conform with all requirements of the Federal, State and Local Governing authorities and minimum building area restrictions as they may exist at the time of approval of the plan by the Architectural Control Committee.

H. All driveway approaches through any curb will be professionally saw-cut. Curb removal will not be allowed to provide for driveway approaches.

3. Maintenance

A. Lot owners are required to provide an on-site dumpster during the entire home construction or other major improvement. A cleaning deposit of five hundred dollars (\$500) shall be required at the time any proposed improvements are submitted to the Architectural Control Committee. Proposals will not be considered until the deposit is made 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 construction or improvements. The deposit may also be applied as described in section 7, paragraph E. The lot owner is responsible to see that all

contractors, subcontractors, suppliers and all others maintain a clean construction site. Dumping of excess concrete, including debris from clean-up, is strictly prohibited.

B. No lot shall be used or maintained as a dumping ground for rubbish or debris. Trash, garbage, or other wastes shall not be kept except in sanitary containers. All containers used for the storage and 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.

C. Unless otherwise approved in writing by the Architectural Control Committee, construction of any home must be completed, all construction material and equipment removed, and the ground graded within twelve (12) months from the time the building permit is issued.

D. 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, in good repair, and unobstructed.

E. 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, and others working to complete improvements on the owner's lot.

4. Restrictions on Uses

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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 an annoyance or nuisance to the neighborhood.

B. No structure of a temporary nature (i.e. 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.

C. Except for lot numbers 9 and 10, 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 that they are not kept or maintained for any commercial purpose and provided that all pets kept outside are 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 neighboring home. No pets may be kept in unreasonable number 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; not withstanding 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 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 inequity against the person or persons violating or attempting to violate any such covenants, to prevent them from doing so, or to recover damages, reasonable attorney's fees, court costs, or other dues for such violations.

6. Architectural Control Committee

A. The initial Committee is composed of:

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Bruce Jeppsen	(801) 763-7233
Jim Tyler	(801) 763-7233
Darla Smith	(801) 225-1500

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.

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 (3/4) 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 against any person or persons in violation of or in attempt to violate any covenants either to restrain violation or to recover damages.

D. Invalidation of any one of these covenants by judgment 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 of the Architectural Control Committee must inspect the sidewalks, streets, fences, utility improvements, etc., prior to the release of the five hundred dollar (\$500) deposit. (see section 3, paragraph I) 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 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.

EXECUTED by Declarant on the day and year first above written

PERSONAL PROPERTIES

By: Bruce Jeppsen
Bruce Jeppsen, Agent

STATE OF UTAH

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COUNTY OF UTAH

ss.

On this 8th day of July, 1995, personally appeared before me Bruce Jeppsen who, ~~being by me duly sworn, and that he is the Agent of~~ PERSONAL PROPERTIES of Grand Junction, Colorado; ~~that said instrument was signed by him to behalf of said corporation pursuant to authority that said corporation executed the same~~

**ATTORNEY IN FACT FOR
PERSONAL PROPERTIES, A PARTNERSHIP,
THE SIGNER OF THE WITHIN
INSTRUMENT WHO DULY ACKNOWLEDGED
BEFORE ME THAT HE EXECUTED THE
SAME.

Candida W. Su' A-Filo
NOTARY PUBLIC

