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Pioneer Ridge Estate
1 Development LLC
710 S. Fox Hill Dr.
Spanish Fork, Ut 84660

ENT 116788:2007 PG 1 of 21 RANDALL A. COVINGTON UTAH COUNTY RECORDER 2007 Aug 10 3:43 pg FEE 80.00 BY SS RECORDED FOR SPANISH FORK CITY CORPORATI

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**DECLARATION** 

**OF** 

COVENANTS, CONDITIONS, RESTRICTIONS

**FOR** 

PIONEER RIDGE ESTATES

#### **COVENANTS, CONDITIONS & RESTRICTIONS** FOR

## PIONEER RIDGE ESTATES

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# COVENANTS, CONDITIONS & RESTRICTIONS FOR

#### PIONEER RIDGE ESTATES

A Subdivision Located in Utah County, Utah

Gardner Pioneer Ridge, L.C., a Utah limited liability company, hereinafter referred to as the "Developer," is the owner of the following described property, hereinafter referred to as the "Property," (see legal description attached hereto as EXHIBIT "A") located in Utah County, State of Utah, to-wit: Developer hereby includes all of the Property in the plats recorded herewith of Pioneer Ridge Estates, and divides the Property into Lots as shown on said plat (see recorded plat attached hereto as EXHIBIT "B") and dedicates the streets and Lots A & B as shown on said plat, to the public. The easements indicated on said plat are hereby perpetually reserved for public utilities and for any other uses as designated thereon or set forth herein and no structures other than for such utility or other indicated purposes are to be erected within the lines of said easements.

#### I. THE PROPERTY

- 1.1 Scenic Corridor Easement: That portion of property noted on the plat as the Scenic Corridor Easement runs along the south side of the dashed easement line located on the southerly portion of Lots 20, 21, 22, 23, 26 and 27. The easement was created to preserve the unique nature and natural beauty of the site. Specific restrictions for said easement are outlined below.
- 1.2 Lot A: Pioneer Cemetery: This is a historic Pioneer Cemetery that was used as a burial site for some of the early settlers in Spanish Fork. The property has been owned by Spanish Fork City for many years. During the subdivision process the cemetery property boundaries were enlarged in an attempt to create a buffer zone around the area that was believed to be the cemetery boundary. This property (.775 acres) is owned and maintained by Spanish Fork City.
- 1.3 Lot B: Public Trail & Road Right-of-Way: This portion of property (1.52 acres) has been dedicated to Spanish Fork City for the purpose of building a public trail which would connect with other sections of trails at some point in the future, as part of the Spanish Fork City's master plan for public trails. Portions of Lot B may be used in the future road alignment of the River Bottoms Road. The property is only to be used for one of these two purposes.
- 1.4 Lots 1-28: Building Lots: Developer further declares that all of the Property described herein (except Lot A and Lot B) is held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied, and improved subject to the following limitations, restrictions, covenants and conditions, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement and sale of the Property, and are established and agreed upon for the purposes of enhancing and protecting the value, desirability and attractiveness of the Property and every Lot, part or portion thereof. The acceptance of any deed to or conveyance of any Lot, part or portion of the Property by the grantees therein named or by their legal representatives, heirs, executors, administrators, successors or assigns, shall constitute their covenant and agreement with the Developer and with each other to accept, hold, improve, use and convey the Property described and conveyed in or by such deed or conveyance subject to said covenants and conditions. These restrictions, covenants and conditions shall run with the land.

#### II. SUBDIVISION - PLAT NOTES

- 2.1 Access to Lots: Subdivision is subject to a no access line from the back of the building lots that border 1400 East, 1700 East, and River Bottoms Road.
- 2.2 Hillside Lots: The Owners, heirs and assigns of lots 20-23, 26, and 27 hereby hold Spanish Fork City Harmless for any water seepage or landslide.
  - 2.3 Setbacks: Typical Lot Setback & P.U.E. Detail (see Plat)
- 2.4 Utilities: All culinary water and pressurized irrigation lines up to and including the meter, all sanitary sewer mains, all electric meters, and SFCN communication service lines up to the mast on overhead installations and to the top of the meter base for underground installation are dedicated to Spanish Fork City.
- 2.5 Agricultural Lifestyle: "This area is subject to the normal everyday sounds, odors, sights, equipments, facilities and all other aspects associated with an agricultural lifestyle. Future residents should also recognize the risks inherent with livestock."
- 2.6 Scenic Corridor Easement: In order to preserve the Scenic Corridor's natural beauty and to maintain it as open space: (a) future development is hereby prohibited in the Scenic Corridor; (b) no outside structures shall be constructed or placed in the Scenic Corridor; (c) no excavation or digging of any kind shall occur in the Scenic Corridor; (d) there shall be no dumping or storage of landscaping or any other materials in Scenic Corridor; (e) fencing within the Scenic Corridor is prohibited; (f) there shall be no access into or through the Scenic Corridor from River Bottoms Road; (g) the planting of natural grasses, flowers and tress indigenous to the Scenic Corridor shall be permitted so long as they blend in to the surrounding area: and (h) other restrictions and requirements pertaining to the maintenance and upkeep of the Scenic Corridor are set forth in the Covenants, Conditions and Restrictions for Pioneer Ridge Estates.

#### III. ACHITECTURAL CONTROL COMMITTEE

- 3.1 Architectural Control Committee: Prior to the commencement of any excavation, construction, or remodeling of any building or structure or of any addition to any building or structure, or modification of the natural topography of any Lot, or installation of fence or landscaping elements, approval of the Architectural Control Committee is required. The Architectural Control Committee shall promulgate and maintain a list of standards for guidance in approving or disapproving plans and specifications pursuant to this Article.
- 3.2 Purpose and Intent of Architectural Control Committee: The primary intent of the Architectural Control Committee is to encourage, through the process of plan review, a blending of styles within the Property with the natural surroundings and prevailing architecture of the created environment of the project. The secondary intent is to insure that the each home that is built within the Property has been well thought out, and has received the appropriate amount of attention to the details and specifications that are a key element in creating a unique community. The Architectural Control Committee will allow design latitude and flexibility, while ensuring that the value of the property will be enhanced through the control of site planning, architecture and landscape elements.
- 3.3 Architectural Control Committee Members: The Architectural Control Committee shall consist of three (3) persons appointed by the Developer. When the title to all of the Lots in said development has been transferred by the Developer, a majority of the owners of Lots subject to these covenants shall elect and appoint the Architectural Control Committee which shall thereafter be vested with the powers described herein and shall have jurisdiction over all of the property subject to these restrictions, covenants and conditions. The Architectural Control Committee shall adopt reasonable rules and regulations for the conduct of its proceedings and to carry out its duties and may fix the time and place for its regular meetings and such extraordinary meetings as may be necessary, and shall keep written minutes of its meetings, which shall be open for inspections upon request. The Architectural

Control Committee shall, by majority vote, elect one of its members as chairman and one of its members as secretary and the duties of each will be such as usually appertain to such offices. Notice of meetings shall be given to members who have made application to the Architectural Control Committee for approval of Plans.

- 3.4 Indemnification of Architectural Control Committee: The Architectural Control Committee shall not be held liable for damages by reason of any action, inaction, approval, or disapproval by it with respect to any request made pursuant to this Article. Any errors or omissions in the design of any building, other improvement or landscaping and any violation of any governmental ordinance are the sole responsibility of the Lot Owner and the Lot Owner's designer, architect, or contractor. The Architectural Control Committee's review of Plans shall in no way be concerned with structural or mechanical integrity or soundness.
- 3.5 Member Compensation: The members of the Architectural Control Committee shall be entitled to receive compensation for services rendered. Members shall be entitled to reimbursement for reasonable expenses incurred by them in connection with the performance of any Committee function or duty. Professional consultants retained by the Architectural Control Committee shall be paid such compensation as the Architectural Control Committee determines.
- 3.6 **Developer Exempt:** Developer shall be exempt from the provisions, restrictions, and requirements of this Article, relating to marketing, signage, sales and other such commercial activities, as the same exists or as it may be amended, supplemented, or replaced in accordance with other provisions of the Declaration.

#### IV. PLANS

- 4.1 Plans: The term Plans shall refer to the Plot Plan, the House Plans & Specifications and the Landscaping Plan. Information outlined below, under each plan, shall be included in order to be considered a complete set of Plans.
- 4.2 Plot Plan: Showing the "footprint" of the structure, location of all existing trees and proposed improvements, including but not limited to structure, patios, driveways parking areas and structures, accessory buildings fences and walls. Plot shall also indicate the proposed elevation of the top of the foundation in relationship to the elevation of the flow line of the gutter.
- 4.3 House Plans and Specifications: Complete full size (24"x36") set of blue prints including the floor plan, elevations, footing and foundation plan, framing plan, electrical plan and specifications. Exterior elevations (including but not limited to vertical and horizontal specifications and limits) of all proposed structures. A description and samples of exterior materials, colors, and textures and shapes of all structures.
- 4.4 Landscaping Plan: Landscape plans, which shall include walkways, fences, walls, details elevation changes, irrigation watering systems, vegetation and ground cover (indicating size, spacing and quantity), and the protection and preservation of trees and other existing and introduced vegetation. The location of air conditioning compressors and pool equipment, exterior illumination and location and drainage solutions.

#### V. PLAN REVIEW

- 5.1 Plan Review: General Contractor shall be required to file with the Architectural Control Committee, a Plan Review Application and Fee together with two (2) complete sets of Plans prior to applying for a building permit from Spanish Fork City. Applicant shall allow the Architectural Control Committee a minimum of (2) two weeks, after the Plans have been submitted and the fees have been received, to obtain written approval from the Architectural Control Committee.
- 5.2 Right to Refuse Approval: Said Architectural Control Committee shall have the right to refuse to approve any such Plans and Specifications and shall have the right, in so doing, to take into consideration the suitability of the proposed building, the materials of which it is to be built, the site upon which it is proposed to be

erected, the harmony thereof with the surroundings, and the effect of said building, or other structure so planned, on the outlook from adjacent or neighboring property.

- 5.3 Verification of Architectural Review: Spanish Fork City shall require the written proof from the Architectural Control Committee that the Plans have been reviewed to ensure their compliance to the Design Guidelines & Restrictions contained herein. No work shall commence unless and until the Architectural Control Committee shall endorse the Plan Review Application and both sets of Plans, with its written approval that such Plans are in compliance with the covenants herein set forth and with the standards herein or hereafter established by said Architectural Control Committee pursuant hereto. The second set of such Plans shall be filed as a permanent record with the Architectural Control Committee.
- 5.4 Approval or Disapproval: The approval of the Architectural Control Committee of any Plans and specifications for any work done or proposed shall not constitute a waiver of any right of the Architectural Control Committee to disapprove any similar Plans and Specifications.
- 5.5 Failure to Approve or Disapprove: In the event said Architectural Control Committee fails to approve or disapprove in writing any such plans within sixty (60) days after the submission thereof to the Architectural Control Committee, then approval shall be deemed to have been given.
- 5.6 Spanish Fork City Permit Required: No living unit, accessory or addition to a living unit, other structure or building shall be constructed or maintained, and no grading or removal of natural vegetation or change in natural or approved drainage patterns or installation of fencing or landscaping elements shall occur on a Lot until any required permit or required approval therefore is obtained from the appropriate governmental entity following submission to the appropriate governmental entity of such information as it may reasonably require. The granting of a permit or approval by any governmental entity with respect to any matter shall not bind or otherwise affect the power of the Architectural Control Committee to refuse to approve any such matter. Prior to submitting plans to Spanish Fork City to obtain building permit, the Plans must be reviewed and passed off by the Architectural Control Committee.

#### VI. DESIGN GUIDELINES & RESTRICTIONS

- 6.1 Design Guidelines & Restrictions: The Architectural Control Committee may, from time to time, publish and promulgate Design Guidelines and additions or revisions thereto, and such Design Guidelines shall be explanatory and illustrative of the general intent of the general intent of the proposed development of Lots developed within the Community and are intended as guide to assist the Architectural Control Committee in reviewing plans and specifications for improvements to located and constructed on each lot. The Architectural Control Committee shall have the right, power and authority to establish and prescribe architectural restrictions and guidelines pertaining to items and topics such as but not limited to those outlined below.
- 6.2 Purpose of Design Guidelines & Restrictions: In order to promote a harmonious community development and protect the character of the neighborhood, the Design Guidelines & Restrictions contained herein, together with any guidelines hereafter established by the Architectural Control Committee, are applicable to the Property. The Design Guidelines and Restrictions serve as an evaluative aid to owners, builders, project developers, design professionals, city staff, the Architectural Control Committee in the design review of individual homes within the Pioneer Ridge Estates project. The City of Spanish Fork Zoning Regulations will apply for any area of design not addressed in these guidelines.
- 6.3 Intent of Design Guidelines & Restrictions: It is the intent of the Architectural Control Committee to help establish a unified vision for how the Pioneer Ridge Estates Community will be designed and built. It is to aid in aligning the interests of the Lot Owner, Developer and Contractors towards the common vision of what the subdivision will ultimately end up looking like when all the homes and yards are completed. It is also to help maintain a certain degree of conformity between the each of the homes that are built, in an attempt to establish and protect the real estate values of the homes located in the subdivision.

- 6.4 Evaluation of Design Guidelines & Restrictions: The Plans for each home shall be reviewed independently, by the Architectural Control Committee, through the use of the Design Guidelines & Restrictions, established specifically for the evaluation of homes to be built in Pioneer Ridge Estates. The Architectural Control Committee will make suggestions, to the owner, on items on the house that can be added or redesigned in order for the home to meet the standards outlined herein.
- 6.5 Design Guidelines & Restrictions Evaluations Checklist: Each set of Plans will be evaluated according to the Design Guidelines & Restrictions outlined herein. Each home will be objectively scored according to how many design elements from the Checklist have been incorporated into the Plans. Each home must receive a minimum score of 50 points in order to receive written approval of the Architectural Control Committee.

#### VII. PLOT PLAN

- 7.1 Set-Backs: The minimum setback standards, as noted on the official plat, shall apply to each Lot. All measurements shall be made from the applicable Lot line to the foundation, porch or other extension of any building or structure, whichever is nearer to such a Lot line.
- 7.2 Foundation Elevation: The top of the foundation elevation shall be a minimum of 18 inches above the flow line of the gutter and shall not exceed a maximum of 36 inches above the flow line of the gutter.
- 7.3 Accessory Buildings: One storage or utility structure such as a tool or storage shed is allowed on each Lot. Such a building shall be of the same architectural style and constructed of the same materials as the principal dwelling structure. Such building shall not exceed 100 square feet in floor space, and the height shall not exceed twelve feet. No such building or structure shall be used for human habitation nor shall it have plumbing service. All such structures must abide by setback and side yard requirements. Accessory Buildings or detached garages may be allowed only with the approval of the Architectural Control Committee.
- 7.4 Driveways and Parking: There shall be area on the driveway (excluding sidewalk areas) to park not less than two vehicles per Lot. Each driveway on a Lot shall be constructed out of cement, brick, concrete, or interlocking pavers. Cinders, sand, gravel, asphalt or dirt shall not be permitted for driveway material in the front and side yards areas of each Lot.
- 7.5 Mailboxes: Cluster Mailboxes shall be installed by Developer and are the only allowed mail receptacles.

#### VIII. HOUSE PLANS AND SPECIFICATIONS

- 8.1 Permitted & Prohibited Structures: The only building(s) or structure(s) permitted to be erected, placed or permitted to be located on any Lot within the subdivision shall be (i) a detached single family dwelling placed within the building envelope for each Lot. All construction must be of new materials. All structures shall be constructed in accordance with the zoning and building ordinances of Spanish Fork, Utah, in effect from time to time. Dome Structures, Log homes, Re-located homes, manufactured homes, Split Entry, Split Level homes, and Earth or Berm homes of any type are not allowed.
- 8.2 Minimum Floor Area: The minimum total square footage of living area on each floor plan (living area) located within the building envelope and foundation for any residential dwelling constructed on any Lot within the subdivision, exclusive of porches, balconies, patios, and garages, shall be as follows;
  - A. Single Story Homes: Shall not be less than 2,000 square feet finished on the main level.
  - **B.** Two-Story Homes: Shall not have less than 1200 square feet on the main floor, and not less than 2,800 square feet of finished living area above ground.

- **C. Bonus Rooms:** Homes with a "Bonus Room" over the garage shall be considered a single-story home and shall meet the requirements outlined above.
- **8.3** Garages: Each home shall include an attached three (3) car garage. The minimum square footage is 240 per bay or 720 feet total for the entire garage. Each overhead garage door must have an automatic garage door opener. The garage walls and ceiling must be sheet rocked, taped and painted. Carports are not acceptable.
- **8.4 Window Wells:** The use of concrete pre-cast window wells, rock or lined over excavated window areas are to be encouraged.
- **8.4** Exposed Foundation: The exposed area (visible from any side) from the top of the finish grade to the top of any foundation or retaining wall shall be no greater than 24 inches and shall be plastered. Any exposed foundation or retaining wall greater than 24 inches must be specifically approved by the Architectural Control Committee.
- 8.5 Exterior Wall Elevations: Elevations should be consistent with the intended architectural style of the residence and carried around all four elevations of the structure. The intent is to give each home a feeling of having exterior texture through the use of different types of materials that work well with each other. Facades shall be stucco, brick or stone, or such other material as approved by the Architectural Control Committee. The color of said materials shall be disclosed to the Committee and Owners are encouraged to submit samples.
- **8.6** Exterior Doors & Windows: The use high quality wood clad windows or high end vinyl windows including casement windows are also acceptable. Transom windows over the main door entry and above dominate windows is encouraged.
- 8.7 Exterior Window & Door Treatments: The use of distinctive brickwork or application of stucco rock or pre-cast concrete casings & mantels doors and windows are encouraged.
- **8.8** Interior Window Treatments: Each window that faces a road is to include a note about the type of interior window treatment that will be used if any.
- 8.9 Overhead Garage Doors: The use of distinctive panels and windows that help to create character in overhead garage doors are encouraged.
- **8.10** Chimneys: Chimneys are encouraged with home that have fireplaces, and may be built from the list of approved materials. Exposed metal flues are not acceptable.
- 8.11 Balconies and Decks: Any balcony or deck that is more than twenty four (24) inches above the natural grade must be constructed in compliance with the following: All railings must have at least four horizontal members. All post or pillar supporting any deck must be between eight and sixteen inches in width. The area under any decks must be either landscaped or screened from view so that the view from adjoining Lots or streets is not of the unfinished underside of the deck. The area under any deck shall not be used for storage of equipment, firewood, building material, or similar material. The underside of any deck more than three feet above grade must either be completely screened with a vertical lattice or siding, or, if exposed(as is the case of a second story deck or balcony), finished, painted stained or finished with stucco.
- **8.12** Roof Design & Colors: The minimum roof pitch guidelines on all major sections shall be within a range of 8/12 to a 12/12 slope, with all designs subject to approval of the Architectural Control Committee. All roofs shall be pitched. Colors shall be subdued earth tones to complement the natural beauty of the area selected from or in harmony with approved samples, or in such other colors as may be allowed by the Architectural Control Committee.
- 8.13 Roof Materials: Roof material shall be restricted to wood shingles or shakes, slate or tile. "Mission" or "Spanish" style roofs are not allowed. A limited number of homes which feature material and color schemes deemed more compatible with Architectural Grade 30-year or 40-year asphalt /fiberglass shingles and

which otherwise greatly exceed the minimum building standards may be allowed with specific approval of the Architectural Control Committee.

- 8.14 Soffit, Fascia, & Moldings: Homes are encouraged to have larger than 2x6 fascia whenever possible. A larger fascia creates help to create a more distinctive look. Colors and materials are subject to the approval of the Architectural Control Committee. Moldings along the bottom of the soffit or used on combination with the fascia are encouraged.
- **8.15 Skylights:** Skylights are to be designed as an integral part of the roof. Skylight glazing may not be reflective. Skylight framing shall be colored to match the adjacent roof materials.
- 8.16 Sheet Metal Flashing & Vents: All roof metal such as flashing, vent stacks, gutters, and chimneys caps shall be made of anodized aluminum, copper or galvanized metal painted to match the adjoining roof color. No reflective exterior surfaces or materials shall be used.
- 8.17 External Apparatus: No Lot owner shall cause or permit anything (including, without limitation, awnings, canopies or shutters) to hang, be displayed or otherwise affixed to or placed on the exterior walls or roof or any part thereof, or on the outside of windows or doors, without the prior written consent of the Architectural Control Committee.
- **8.18** Air Conditioning: heating equipment and soft water tanks must be screened from view so as not to be visible from neighboring property or from the streets of the development, and shall be insulated for sound attenuation. Air conditioning units are not permitted on roofs or through windows.
- 8.19 Utility Meters: shall be placed in as inconspicuous a location as possible. Locations of meters are to be shown on the plans, and meters must be screened from view from neighboring property. Exposed piping should be painted to match exterior colors of the dwelling structure. The area immediately around the meters should be cleared to allow for access. Electric meters and regulators are to be vented in compliance with the Uniform Building Code.
- **8.20** Colors: Base building colors shall be in subdued earth tones to complement the natural surroundings and conform to or be in harmony with approved samples. White is prohibited. Pastels or high gloss finishes may not be used. Complementary accent colors can be used on window trim, shutters and doors.

#### IX. LANDSCAPING PLAN

- 9.1 Landscaping: It is the intent of the Developer to require appropriate landscaping of Lots following construction of any improvements, and to encourage the use of appropriate plant materials. The uses and improvements of each Lot are subject to the following Landscape Standards.
- 9.2 Landscaping Required: The Owner may plant lawns and gardens, plants shrubbery, trees or other ornamental plantings or replace natural species. Front and visible side yard lawn, shrubbery and other plantings provide by each Lot Owner shall be properly nurtured and maintained at the Owner's sole expense, including replacement of the same upon the request of the architectural Control Committee. Owners shall maintain the landscaping of their Lots in good, well-kept condition, as reasonably determined by the Architectural Control Committee.
- 9.3 Park Strip: The Owner shall not plant any trees in the park strip (the area between the roadway and the sidewalk), except that the Owner may plant one or more of the following species in the park strip: Acer plantanoides Columnar (Columnar Maple); Celtis occidentalis (Hackberry, Common, Prairie Pride, Chicagoland); Corylus collurna (Turkish Hazel); Fraxinus mandschurica (Manchurian Ash); Ginko biloba (Maidenhair tree, any variety), Pyrus calleryana Chanticleer/Cleveland (Flowering Pear); Pyrus calleryana Capital (Capital flowering pear); Quercus bicolor (Swamp White Oak); Tilia cordata (littleleaf Linden).

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- 9.4 Sprinkler System: All landscape and lawn areas, including those in the landscape strip, shall be provided with permanent underground sprinklers system.
- 9.5 Exterior Lighting: All exterior site lighting is to be indirect. In addition to the foregoing, owners are encouraged utilize accent and spot lights on their living structures. Lighting used to illuminate garages, patios, parking areas or for any other purposes, shall be so arranged as to reflect light away from adjacent residences and away from the vision of passing motorists. Low level outdoor illumination may be used for particular landscape features (trees, rock formations, etc.). All light sources must be shaded. No exposed bulbs are permitted.
- 9.6 Exterior Concrete: Driveways, sidewalks and walkways and other flat areas are encouraged to be stamped concrete, quarry tile, brick or paving blocks. Plain concrete drives and walks may only be allowed provided they are bordered by one of the above described materials. Asphalt and gravel or other types of paving are not permitted.
- 9.7 Fences and Sight Obstructions: No structure, fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangle area formed by the street property lines and a line connecting them at points forty (40) feet from the intersection of the street, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any Lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at such height to prevent obstruction of such sight lines. No fence, wall, hedge, shrub, or other structure shall be placed along any front property line. No fence, wall, hedge, tree, plant, shrub or foliage shall be planted, kept or maintained in such manner as, in the opinion of the Architectural Control Committee, shall create a serious potential hazard or an aesthetically unpleasant appearance to the other residents of the area.
- 9.8 Fences: walls and other barriers shall be approved by the Architectural Control Committee and constructed of an approved material and color. No fences shall be constructed in the front setback areas unless it is a wrought iron fence or d. Individual homeowners may construct walls in the rear and along the side property lines. Walls must harmonize with color and style of project perimeter wall and may not exceed six (6) feet on the highest side.
- 9.9 Retaining Walls: Retaining walls are restricted to a maximum height of six (6) feet, unless otherwise approved by the Architectural Control Committee. In the event approval is given for a retaining wall higher than six (6) feet, the retaining wall must be tiered and landscaping must be installed to hide the retaining wall.
- 9.10 Pools, Spas, Fountains & Game Courts: Pools, spas, fountains, and game courts shall be approved by the Architectural Control Comittee and shall be located to avoid impacting adjacent properties with light or sound. No game courts (including basketball standards) shall be located in front or side yards (or street) setback areas. Pool heaters and pumps must be screened from vie and sound insulated from neighboring houses. Nothing herein shall be construed as permitting the construction of skateboard areas and/or ramps, which structures shall be prohibited.
- 9.11 Antennas: for radio, television, or device for the reception or transmission of radio, microwaves or other similar signals are restricted to the attic or interior or the residence. It is mandatory that all homes be prewired for cable reception. Satellite dish antennas shall be allowed provided they are located in such areas as may be designated by the Architectural Control Committee. In no event shall satellite dish antennas be visible from neighboring property or exceed 20 inches in diameter or width.
- 9.12 Slope & Drainage Control: No structure, planting or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of flow of drainage channels. The slope control areas of each Lot and all improvements in them shall be maintained continuously by the owner of the Lot, except for those improvements for which a public authority or utility company is responsible. Lot owners are responsible to see that no nuisance or damage is created by drainage location or flow to any adjacent property

- 9.13 Easements: Easements for installation and maintenance of utilities, drainage facilities and ingress and egress are reserved as shown upon the recorded plat. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with installation and maintenance of utilities, or which may change the direction of flow or drainage channels in the easement or which may impede ingress and egress. The easement area of each Lot and all improvements in it shall be maintained continuously by the owner of the Lot, except for those improvements for which a public authority or utility company is responsible.
- 9.14 Lateral and Subjacent Support and Drainage: An owner's activities which affect the lateral or subjacent support, or both, of adjacent landowners shall be responsible for damages proximately caused by such activities. Owners shall be responsible for all damage proximately caused by drainage from their Lot(s) to adjacent landowners.
- 9.15 Signs: Except for one "For Rent" or "For Sale" sign of not more than two (2) square feet, no advertising signs, billboards, objects of unsightly appearance, or nuisances shall be erected, placed, or permitted to remain on any Lot or any portion of the properties. The foregoing restrictions shall not apply to signs and billboards, if any, of the Declarant or its agents during the construction and sales period or by the Architectural Control Committee thereafter.

#### X. CONSTRUCTION AND CONTRACOTR PROVISIONS

- 10.1 Time Limit to build on Lot: In order to promote a harmonious community development and protect the character of the neighborhood, the following guidelines are applicable to the Lots as they are being improved. Every lot in Pioneer Ridge Estates must have a home built on the lot or under construction with three years from the time that the lot was purchased from the developer.
- 10.2 Completion of Home: The construction of any building or structure on any portion of the Property shall be continuously and diligently pursued from and after the commencement of such construction, and in any event shall be substantially completed and received a final occupancy permit from Spanish Fork City within twelve (12) months after such commencement. This time frame shall be considered to have started on the day the Building Permit was issued from Spanish Fork City. Any home that is not finished within the time stated above may be subject to a \$100 per day fine imposed by the Architectural Control Committee.
- 10.3 Completion Required Before Occupancy: No dwelling may be occupied prior to completion and the issuance of the Certificate of Occupancy by Spanish Fork City.
- 10.4 Completion of Landscaping: Front yard and visible side yard lawns are to be installed prior to issuance of occupancy permit by Spanish Fork City or by the March 30<sup>th</sup> next following occupancy permit in the case of winter occupancy. As soon as practical following completing of the construction of the dwelling, but in no event later than the summer immediately following completion of construction, or not later than 18 months from the issuance of the building permit, whichever first occurs, each owner is required to fully landscape his or her Lot. The Architectural Control Committee shall entitled to require a bond from the Owner in the event that winter conditions do not permit the completion of landscaping prior to occupancy of the dwelling, in such amount and under such terms as are determined by the Architectural Control Committee.
- 10.5 Insurance: Each General Contractor shall provide evidence of current Workers Compensation Insurance and Liability Insurance for their Construction Company or Entity. Each home shall also have a Course of Construction Insurance Policy in place prior to commencement.
- 10.6 Maintenance of Lot During Construction: Contractors or subcontractors as owner/builders must provide on-site dumpsters during construction and are required to clean up the site daily to maintain a clean work site during construction. Dirt or mud from the construction site or elsewhere, dispersed, directly or indirectly, on the public streets within the project must be cleaned up within twenty-four (24) hours by the contractor or subcontractor as owner/builder. The Architectural Control Committee may levy up to a Five Hundred Dollar (\$500)

fine against a violator of this subparagraph (f) and/or the owner of the Lot for each day of a continuing violation. The fine shall be charged on the land and shall be a continuing lien on the Lot.

- 10.7 Curb, Gutter & Sidewalk: Prior to closing, Developer will inspect the sidewalk curb and gutter along the frontage of the lot that is being sold. If there is any broken section of concrete the Developer will either replace it or give the Lot Owner a credit at closing for said section of concrete. After the closing the closing it will be the Lot Owners responsibility to maintain the concrete along the frontage of their lot during the time of construction. The Developer will not be responsible for broken sections of concrete after closing.
- 10.8 Surveyed Lot Corners: Prior to the closing, the Developer will show the Lot Owner the property corners, which have been marked by a licensed surveyor indicating the Lot property Boundaries. The Lot Owner will sign a release at the closing stating that they have inspected the respective survey markers on the Lot they are purchasing. In the event that the one or all of the property corners cannot be located after the Owner has purchased the Lot from the Developer, it will then be the responsibility of the Lot Owner, to have a licensed surveyor place the property corners at Lot Owner expense.
- 10.9 Mud or Dirt on Roads: Each general contractor (or Owner in the case of an "Owner Builder") is responsible to keep the road, in front of the home they are building, clean and free of mud and debris, including construction materials. If the contractor, one of their subcontractors or material suppliers tracks mud on the roads of the subdivision, then it is the responsibility of the general contractor to clean the mud or debris from the road. Failure to do so may result in a fine issued by the Architectural Control Committee.
- 10.10 Dumping Excess Concrete: It is the responsibility of the General Contractor (or Owner in the case of an "Owner Builder") to make sure that no excess or clean out concrete is dumped on neighboring lots during the course of construction. If concrete is left on a neighboring lot the General Contractor will be responsible to remove said material.
- 10.11 Concrete Crossings: It is the responsibility of the General Contractor to make sure that concrete trucks and other heavy equipment that entering a job site are crossing at predetermined areas within the boundaries of the Lot where the work is being preformed. If a section of concrete is broken on a neighboring Lot then it is the responsibility of the General Contractor to make sure that the broken sections are either replaced or the Lot Owner is notified and reimbursed for said damage.
- 10.12 Temporary or Other Structures: No trailer, bus, basement, outhouse, tent, shack, garage, or accessory building shall be used at any time as a residence either temporarily or permanently. No old, or second-hand structures shall be moved onto any of said Lots nor shall any such structures be erected or placed on said property at any time. It is the Developer's intention that all dwellings and other buildings be erected within the subdivision boundaries be new construction, of good quality, workmanship, and materials.
- 10.13 Final Construction Cleaning: Each exterior door and window, not just those in the finished living area of the home, shall be thoroughly cleaned and have all manufactures stickers and ratings removed prior to the final occupancy permit issued by the city. Any item that has had construction material spilled or misapplied shall be replaced or cleaned prior to final occupancy permit. This includes shingles that have stucco residual showing. All construction debris will be removed from the job site, including the window wells, prior to final inspection.
- 10.14 Building Materials Storage: No Lot, part or portion of the Property shall be used or maintained as storage for building materials except during a construction phase. Once a dwelling is occupied or made available for sale, all building materials shall be removed or stored inside a dwelling, or accessory building out of public sight.
- 10.15 Damages: Any damage inflicted on existing improvements such as curbs, gutters, streets, concrete sidewalks and such, by the owner and/or their agents of any particular Lot in the subdivision must be repaired within thirty (30) days after such damage is discovered, and the expense of such repair shall be borne by the purchaser or owner.

#### XI. USE RESTRICTIONS

- 11.1 Land Use and Building Type: All Lots shall be used only for detached single family residential purposes. No professional, business or commercial use shall be made of the same, or any portion thereof; provided, however, that the Lot restrictions contained in this Article shall not be construed in such a manner as to prohibit an owner or resident from (a) maintaining a personal professional library therein; (b) keeping personal business or professional records or accounts therein; (c) handling personal, business or professional telephone calls or correspondence therefrom; or (d) establishing a valid home occupation approved by the City of Spanish Fork, provided that there shall be no retail sales conducted at the Lot.
- 11.2 Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation, maintenance or replacement of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the owner of the Lot, except for those improvements for which a public authority or utility company is responsible. The title holder of each Lot shall from time to time as may be reasonably required grant rights over, across, on, under and upon these easements for such additional uses and services as may be provided from time to time by a public authority or private utility company.
- 11.3 Family: "Family" is defined to be persons related by blood or marriage, by legal adoption, or by operation of law.
- 11.4 Lot Size: Lot sizes as described on the recorded plat of subdivision are considered minimum Lot sizes and no person shall further subdivide any Lot other than as shown on the recorded plat of said subdivision. Lots may be combined for construction of a single residence.
- 11.5 Combination of Lots: In the event of such combination of adjacent Lots, all easements and rights of the Lot owners and third parties, such as utilities, in the boundary area between such Lots which had been exercised prior to construction of the home on the Lot would remain in place, in perpetuity. However, all easements and other rights in the boundary area between such Lots which had not been used prior to construction of the home could not thereafter be exercised. In the event of such a combination of Lots, the combined Lots shall be assessed as one Lot.
- 11.6 Care and Maintenance of Lot: The owner of each Lot shall keep the same free from rubbish, litter and noxious weeds. All structures, landscaping and improvements shall be maintained in good condition and repair at all times. Each Lot shall be subject to an easement for access to make repairs upon adjoining Lots and structures; provided however, that: Any damage caused by such entry shall be repaired at the expense of the owner whose property was the subject of the repair work which caused the same; Any such entry shall be made only at reasonable times and with as little inconvenience as possible to the owner of the entered Lot; and In no event shall said easement be deemed to permit entry into the interior portion of any dwelling. Each owner shall be responsible for maintenance of his Lot. In the event any owner fails to perform this maintenance in a manner so as not to detract from the appearance of the property, or affect adversely the value or use of any other Lot, the Architectural Control Committee shall have the right to have maintenance performed on the Lot at the cost of the Lot Owner.
- 11.7 No Hazardous Activities: No activities shall be conducted on the Property and no improvements shall be constructed on the Property which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon the Property and no open fires shall be lighted or permitted on the Property except in a contained barbecue or fire pit unit while attended and in use for cooking purposes or within a safe and well-designed interior fireplace.
- 11.8 Motorbikes: All motorcycles, trail bikes, three-wheel powered devices, automobiles, and two or four-wheel drive recreational type vehicles are to be operated only by individuals with driver's licenses and only on established streets and parking areas and are specifically prohibited from all other portions of the Property, and are

to be used on said streets only for ingress, egress, and access purposes and not for recreational purposes anywhere within the Project.

- 11.9 Maintenance: Each owner shall be responsible for the maintenance of his Lot. In the event that any owner fails to perform this maintenance in a manner so as not to detract from the appearance of the property or affect adversely the value or use of any Lot, the Architectural Control Committee shall have the right to have maintenance performed on the Lot and the cost of said maintenance shall be added to and become part of the assessment to which such Lot is subject. Any portion of the Lot not used for structures, driveways, walks, or other site improvements shall be landscaped or left in its natural state. The front yard landscaping shall have a minimum of 25% to a maximum of 60% lawn. The remaining area shall be left in its natural state or enhanced with additional desert plantings. If the rear yard is not walled on all sides by the owner, it shall conform to these requirements. If the rear yard is walled in, the rear landscaping shall be at the discretion of the owner.
- 11.10 Weed Control: Each Lot Owner shall, to the extent reasonably feasible, control the growth and proliferation of noxious weeds and flammable materials on his Lot so as to minimize weeds, fire and other hazards to surrounding Lots, Living Units, the Landscape easements, and surrounding properties, and shall otherwise comply with any applicable ordinances, laws, rules, or regulations pertaining to the removal and/or control of noxious weeds. Noxious weeds shall mean and refer to those plants, which are injurious to crops, livestock, land or the public health.
- 11.11 Nuisances: No noxious or offensive activity shall be carried on upon any Lot, part or portion of the Property, nor shall anything be done thereon which may be or may become an annoyance to the neighborhood.
- 11.12 Storage: No clothes drying or storage of any articles, which are visible from any public street, shall be permitted. No clutter, debris, or other such materials shall be permitted which are visible from any public street.
- 11.13 Reasonable Enjoyment: No resident's use of a Lot shall endanger the health or disturb the reasonable enjoyment of any other owner or resident.
- 11.14 Safe Condition: Without limiting any other provision of these covenants, each owner shall maintain and keep such owner's Lot at all times in a safe, sound and sanitary condition and repair and shall correct any condition or refrain from any activity which might interfere with the safety or reasonable enjoyment of other owners of their respective Lots.
- 11.15 Oil and Mining Operations: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, part or portion or the Property, nor shall any oil well, gas well, tank, tunnel, mineral excavation or shaft be permitted upon or in any such Lot or portion of the Property.
- 11.16 Animals, Livestock, Poultry, Agriculture: No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, part or portion of the Property, except that dogs, cats or other domesticated household pets, two (2) or less in total number may be kept in a residence constructed on a Lot, provided that they are not kept, bred, or maintained for any commercial purpose. Such animals as are permitted shall be strictly controlled and kept pursuant to all applicable laws and ordinances, and shall be on a leash or inside a fence when outside the owner's residence. No dog runs are allowed.
- 11.17 Kennels: No kennel or dog run may be placed or maintained closer than 50 feet to any dwelling other than the dwelling on the Lot where the kennel or dog run is maintained.
- 11.18 Garbage and Refuse Disposal: No Lot or part or portion of the Property, shall be used or maintained as dumping ground for rubbish, rubble, trash, garbage or other waste. Such trash, rubbish, rubble, garbage or other waste as produced within the Property, shall be kept only in sanitary containers inside a structure except when placed for collection. No rubbish, trash, papers, junk or debris shall be burned upon the Property except that trash may be burned in accordance with applicable laws and ordinances inside homes that are properly equipped with inside incinerator units.

- 11.19 Water Supply: Each resident shall be connected to and use the municipal culinary water supply. No individual culinary water supply system shall be used or permitted to be used on any Lot, part or portion or the Property.
- 11.20 Sewage Disposal: Each residence shall be connected to and use the municipal sewage disposal system. No individual sewage disposal system shall be permitted on any Lot, part or portion of the Property.
- 11.21 RV's, Boats, and Vehicles: No boats, trailers, buses, motor homes, campers, recreational vehicles, or other such vehicles, shall be parked or stored upon any Lot except within an enclosed garage or on a cement pad behind the required front Lot line set-back area. No such vehicles shall be parked overnight on any street located within the subdivision. Trailers, motor homes, and trucks, over 9,000 pounds GVW are not allowed to be stored upon any vacant Lot or street or road area adjacent to the Property.
- 11.22 Inoperable Vehicles: Motor vehicles that are inoperable shall not be permitted to remain upon any street or Lot or road areas adjacent thereto. In the event an inoperable motor vehicle remains upon any Lot or road area for a period exceeding thirty (30) days, the developer or other Lot owners residing within the Property and the Architectural Control Committee may remove the inoperable motor vehicle after a ten (10) day written notice. The cost of such removal shall attach to the vehicle and the Lot as a valid lien in favor of the persons, entities, or parties causing such removal. For the purpose of this section, "inoperable motor vehicle" shall mean any motor vehicle that is unable to operate in a normal manner upon the streets under its own power, or is unlicensed or unregistered for a period of not less than six (6) weeks.
- 11.23 Business and Sales: Notwithstanding any provisions to the contrary herein contained, it shall be expressly permissible for Developer, or its written designee, to maintain such facilities and conduct such activities as in the sole opinion of Developer may be reasonably required, convenient or incidental to the construction of homes and sale of Lots during the Development Phase, and upon such portion of the Property including Lots or common area, if any, as Developer deems necessary, including but not limited to, a business office, storage areas, construction yard, signs, model units and sales offices. As part of the overall program of development of the Property into a residential community and to encourage the marketing thereof, the Developer shall have the right of use of any Lots or any common area and facilities thereon, including any landscape easement, community buildings, without charge during the sales and construction period to aid in its marketing activities.
- 11.24Lease Provisions: Any Owner may lease his Lot or Living Unit; provided, however, that any lease agreement between a Lot Owner and a Lessee must be in writing and must provide, inter alia, that: The terms of the Lease shall in all respects be subject to the provisions of this Declaration; and any failure by the Lessee to comply with the terms of such documents shall constitute a default under the lease. The lease of any Unit shall be limited to a 30-day minimum.

### XII. DURATION, ENFORCEMENT & AMENDMENT

- 12.1 Duration: The covenants and restrictions contained herein shall run with and bind the land for a period of fifty (50) years from the date this document is recorded, after which time said Covenants shall be automatically extended for successive periods of ten (10) years each, subject to amendment as herein set forth. Until the Developer or its designee ceases to act as the Architectural Control Committee, the covenants and restrictions contained herein may be modified, amended or repealed in whole or in part at any time and from time to time by the Developer or his successor or assigns by recorded instrument.
- 12.2 Enforcement: Each and all of the restrictions, covenants, and conditions contained in this document is and are for the benefit of the Developer and of the Lot owner or owners from time to time of any Lot, part or portion of the Property. Each such restrictive covenant and condition shall inure to the benefit of and pass with each and every Lot, part or portion of the Property and shall apply to and be binding upon each and every successor in interest. Said restrictions, covenants and conditions are and shall be deemed covenants of equitable servitude, and the actual or threatened breach thereof, or the continuance of any such breach, or compliance

therewith, may be enforced, enjoined, abated, or remedied by appropriate proceedings at law or in equity by the Developer, or a Lot owner or owners; provided, however, that no such breach shall affect or impair the lien of any bona fide mortgage or trust deed which shall have been given in good faith and for value, except that any subsequent owner of said Lot, part or portion of the Property shall be bound and obligated by the said restrictions, covenants and conditions, whether such ownership is obtained by foreclosure, at a trustee's sale, or otherwise. The Architectural Control Committee may levy a fine or penalty not to exceed fifty percent (50%) of the amount of the maximum annual assessment against any owner who fails to refrain from violation of these covenants or a rule of the Association, after three (3) days written notice, and opportunity for hearing. A fine may be levied for each day of a continuing violation. All attorneys' fees and costs incurred in any such action, and all expenses incurred and any fines levied, shall constitute a lien on such a Lot owner's Lot, and shall also be a personal obligation of said Lot owner, enforceable at law, until such payment therefore is made.

- 12.3 Right to Enforce: The provisions contained in these covenants shall bind and inure to the benefit of and be enforceable by Developer or a Lot owner or owners, and each of their legal representatives, heirs, successors and assigns, and failure to enforce any of said restrictions, covenants, or conditions shall in no event be deemed a waiver of the right to do so thereafter.
- 12.4 Assignment of Powers: Any and all rights and power of the Developer herein contained may be delegated, transferred or assigned. Wherever the term "Developer" is used herein, it includes Developer and its successors and assigns.
- 12.5 Violation: Every act or omission whereby any restriction, covenant or condition in this document set forth is violated in whole or in part, is declared to be and shall constitute a nuisance, and may be abated by appropriate legal action by the Developer, or a Lot owner or owners. Remedies hereunder shall be deemed cumulative and not exclusive.
- 12.6 Severability: All of the restrictions, covenants and conditions contained in this document shall be construed together. Invalidation of any one of said restrictions, covenants or conditions, or any part thereof, shall not affect the enforceability or applicability of any of the remaining restrictions, covenants or conditions, or parts thereof.
- 12.7 Amendment: Upon completion of the Development Phase, the covenants and restrictions contained herein may be amended by a recorded instrument signed by no less than the owners of seventy-five percent (75%) of the number of Lots, provided that all signatures must be notarized and obtained within a 180-day period. After the Developer or its designee ceases to act as the Architectural Control Committee, written notice of any such proposed amendment shall be sent to every owner of any Lot, part or portion of the Property at least thirty (30) days in advance.

Notices. Any notice required under the provisions of this document to be sent to any Lot owner shall be deemed to have been properly sent when mailed, postage prepaid, to last known address of such owner.

#### XIII. EXHIBITS

- A Legal Description
- B Final Plat

IN WITNESS WHEREOF, the undersigned has hereunto executed this document this  $26^{th}$  day of July, 2007. DEVELOPER:

Gardner Pioneer Ridge L.C., a Utah Limited Liability Company

By:

STATE OF UTAH )

: ss. COUNTY OF UTAH

On the 26<sup>th</sup> day of July 2007, personally appeared before me <u>Indrew Gardner</u>, who being by me duly sworn did say that he is one of the Managers of Gardner Pioneer Ridge, L.C., a Utah limited liability company, that the Declaration was signed on behalf of said Company and said persons acknowledged to me that said Company executed the same by authority of a resolution of the Members.

Notary Public

#### **EXHIBIT "A"**

#### Pioneer Ridge Estates Legal Description

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 32, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SLAT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 0.24'16" WEST A DISTANCE OF 134.89 FEET, THENCE SOUTH89.35'44" WEST A DISTANCE OF 16.33 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE SOUTH 0.01'55" WEST 500.21 FEET; THENCE NORTH89.58'05" WEST 328.99 FEET; THENCE SOUTH 0.01'55" WEST 474.07 FEET; THENCE NORTH 62.58'30" WEST 58.28 FEET; THENCE NORTH 65.33'03" WEST 198.31 FEET; THENCE NORTH 68.18'24" WEST 295.52 FEET; THENCE NORTH 57.28'05" FEET; THENCE NORTH 57.28'05" WEST 50.00 FEET; THENCE NORTH 0.02'52" WEST 318.39 FEET; THENCE NORTH 89.25'51" EAST 1302.88 FEET TO THE POINT OF BEGINNING.

CONTAINING 20.014 ACRES, MORE OR LESS 28 RESIDENTIAL LOTS.

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