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JEFFERY SMITH
UTAH COUNTY RECORDER
2020 Nov 10 11:37 am FEE 40.00 BY MA
RECORDED FOR HIGH SKY ESTATES LLC

When recorded, mail to:
High Sky Estates, LLC
Gill Bearnson
1324 E Wilson Ave
Salt Lake City, UT 84105

Declaration of Covenants, Conditions, and Restrictions for High Sky Estates Subdivision

Whereas High Sky Estates, LLC is the owner of the following described real property located in Spanish Fork, County of Utah, State of Utah (the "Property"):

All of lots 1-9, High Sky Estates Subdivision Plat A, Spanish Fork, Utah, according to the official plat thereof on file in the office of the Utah County Recorder.

And Whereas it is the developers desire to restrict the use to which the Property is put, and for this purpose executes these covenants and building restrictions.

And Whereas the Property covered by said covenants has been platted and is designated and known as High Sky Estates, (the subdivision), and a plat thereof was accepted by the Spanish Fork City Council and the Mayor of Spanish Fork City and has been recorded in the office of the County Recorder of Utah County.

NOW THEREFORE, all of the lots shown on the Subdivision plat of the High Sky Estates Subdivision, are held and shall be conveyed subject to the restrictions and covenants hereinafter set forth, and all persons and corporations who hereafter own or have any interest in any agreement and covenant with the other owners, their heirs, successors and assigns, to conform to and observe the same for a period of twenty (20) years from the date of recording, provided, however, that said restrictions and covenants shall be renewed and automatically 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 said covenants in whole or in part.

1 DWELLING QUALITY AND SIZE:

- 1.1 All the lots shown on said 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 stories in height, in addition to a basement and private garage for not less than three (3) cars. Carports will not be allowed. Small storage sheds may be built on small lots and large sheds on larger lots if designed to match the style of the home and approved by Spanish Fork City and the Architectural Control Committee.
- 1.2 For a single-story dwelling, the finished area above grade will not be less than Two Thousand (2000) square feet on the main floor, exclusive of open porches and garages. Total living space will not be less than Four Thousand (4000) sq. ft. All homes must have a minimum of a 4/12-pitch roof and no less than a 2 x 8 inch fascia board.
- 1.3 For a two-story dwelling, the finished area above grade will be not less than One Thousand Eight Hundred (1800) square feet on the main floor exclusive of open porches and garages. Total living space will not be less than Four Thousand (4000) sq. ft. Height cannot exceed more than 35 feet from garage floor elevation to the

peak of the roof unless approved by the Architectural Control Committee and Spanish Fork City. All homes must have a minimum of a 4/12-pitch roof and no less than a 2 x 8 inch fascia board.

- 1.4 Dwellings will be constructed in the traditional or ranch architectural style. "Mid Century" or "Modern" designed homes, or homes in a non-traditional style, will be evaluated and approved by the Architectural Control Committee on a case by case basis.
- 1.5 Four (4) Level Splits and Split Entry's (Bi-Levels), will not be permitted in this Subdivision.
- 1.6 OTHER STYLES OF HOMES: No modular homes, round homes, octagon homes, pre-fab homes, pre-built homes, all-wood homes, all-aluminum homes, log homes, mobile homes, steel homes, concrete homes or any other type or homes of this nature shall not be built or erected in this Subdivision.
- 1.7 The exterior shall consist of brick, stone, stucco and or fiber cement plank siding with aluminum soffit and fascia. Tung and groove Wood Soffit can be used under open covered patios and decks. Plank siding may be used for accent design. All exterior colors and materials must be approved by the Architectural Control Committee, for all exterior color schemes and the preference of the Committee will be to utilize moderate tone color schemes and low maintenance exterior materials. White may be used for window frames, soffit and fascia, rain gutter, doors and trims, and plank siding or similar only. Exceptions to this section may be granted by the Unanimous consent of the Architectural Control Committee.
- 1.8 The top of any structure foundation will not exceed 4 (four) feet above the sidewalk at the highest elevation of the sidewalk of the property upon which the structure is built.

2 SPECIFICATIONS:

- 2.1 To maintain a degree of protection to the investment of homeowners in this area, homes must be approved by the Architectural Control Committee in advance of the commencement of construction. All designs, elevations and slopes of building lot must be approved by the Committee prior to construction. The owner and contractor will be responsible for any problems resulting from their design or elevations. All lots must slope away from the home. Water needs to be managed for the building lot. Channel for run off for large rain storms are required to drain water from the lot to an open area in the road.
- 2.2 Easements for installation and maintenance of utilities are reserved as noted on the recorded map. Within these easements, no structure or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance

of utilities. 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, if any, for which a public authority or utility company is responsible.

- 2.3 All plans and specifications for any structure or improvement whatsoever to be erected on or moved onto any lot, and the proposed location on the lot, the construction material, the roofs, and exterior color schemes, any later changes or additions after initial approval has been given thereof, and remodeling, reconstruction, and alterations thereto on any lot, shall be subject to and shall require the approval of the Committee in writing before any work is commenced. An electronic file of the complete set of plans and specifications shall be delivered to the Committee together with documented approval from governmental agencies involved for all proposed improvements. No building or structures shall be 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 of home, elevations of the building, drainage of the lot, wall, fence, or other structure proposed to be constructed, altered, placed or maintained together with the proposed construction material, color schemes for roofs and exteriors thereof.
- 2.3.1 When plans are submitted, the Committee shall approve or disapprove plans, specifications and details. One (1) printed set of said plans and specifications with the Committee's approval or disapproval endorsed thereon, shall be returned to the person submitting them and the electronic copies thereof shall be retained by the Committee for its permanent files. The Committee shall have the right to disapprove any plans that are not in accordance with all of the provisions of this document; if the design or color scheme of the proposed buildings or other structure 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 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. The decision of the Committee shall be final, subject to VETO by a two-thirds vote by all the property owners, based on one vote per developer and one vote by owner of each recorded lot.
- 2.3.2 The Committee shall not be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions, not for any structural or other defects in any work done according to such plans and specification.
- 2.3.3 No improvements shall be built unless they conform to all laws, ordinances, and requirements of the Federal, State and local governing authorities.
- 2.4.4 Buyers of the individual lots will begin construction within 36 months of closing on the unimproved lot.

- 3.1 All builders are required to use a dumpster or trash trailer in which to place all refuse. Said dumpster must be on site at the beginning of the framing process. OR, said contractors must pay to the Committee a \$400.00 deposit against the cleanup process. If a contractor does not cleanup all refuse within one week after the closing of the long-term loan, then the deposit will be used for that purpose. Additional costs will be billed to contractor(s) on each individual lot. Said funds will be released after inspection. In the event of cold weather, the property shall be cleaned within a reasonable time (not more than 30 days) after the last frost.
- 3.2 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.
- 3.3 Unless otherwise approved in writing by the Committee, construction of the primary dwelling must be completed, construction materials and equipment removed, and the ground graded within twelve (12) months from the time ground is broken for the structure.
- 3.4 All lots, whether improved or unimproved, must be kept free of rubbish, weeds, trash and debris of any kind and must be maintained in such a manner as not to detract from the subdivision as a whole. Sidewalk, parkway, curbs and gutters must be kept clean, unobstructed and in good repair.
- 3.5 No building material of any kind or character shall be placed or stored upon any lot until the owner thereof is ready to commence construction and then the material shall be placed within the property lines of the plot upon which the improvements are to be erected and shall not be placed in the streets or between the curb and the property line. A 6x6 or a railroad tie must be placed in the curb for access into the lot to protect the curb from being broken and to allow flow of water in the gutter. Any disturbance of the property on any side of the lot being built on, caused either by the owner or his contractor(s), shall be cleaned and repaired by the owner or his contractor, prior to the closing of the owner's loan(s). The builder must use road base and only road base to build a bridge over concrete walks and curb. The builder will be responsible to keep walks, curbs and roads clean in front of their lot. Builders will be responsible for any broken concrete walk on curbs in front of their lot and will be held responsible to repair any broken concrete before final inspection. Builders will be fined if they cross other curb and walk in this subdivision, \$250.00 for each crossing, plus any repairs.
- 3.6 Landscaping is required, including not less than 40% grass in the landscaped area. A full underground sprinkling system is required. Trees are required in the planter strip between the sidewalk and gutter, with 2 trees required in the strip on corner lots and on interior lots and 1 tree inside the bulb of the cu-de-sac lots. The trees will need to be 2" Caliber and be in the Maple family. Trees in the planter strip must be of a type not to exceed a height of 30-35 feet and otherwise be suitable for a planter strip. Trees must be planted within

twelve (12) months from when the final inspection is completed.

- 3.7 Homeowner shall be responsible to maintain the planter strip between the city sidewalk and the curb. The homeowner must also keep sidewalks and gutters clean from dirt, weeds and snow during and after construction and after by owner. Grass will be allowed in the planter strip. Concrete will not be permitted in the planter area between sidewalk and curb. Landscaping in the planter strip other than grass and trees must be approved by the Committee. Expansion board must be used between driveway and city sidewalk on both sides of drive approach between curb and gutter and city sidewalk.
- 3.8 Roofs may be of 30-years architectural fire-rat, heavy-duty asphalt roof or equivalent. Roofs may also be metal or tile roof with appearance similar to wood shake and must be approved by the Committee prior to construction. Any other type of roof must be approved by the Committee.

4 RESTRICTIONS ON USES:

- 4.1 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. The processing of soil and rock on the subdivision property by the Developer is part of the process of preparing lots for market.
- 4.2 No structure of a temporary character, 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. Storage sheds will be allowed according to the city codes and must follow the same color pattern as the residential home on the same building lot.
- 4.3 No animals or livestock of any kind shall be raised or kept on any lot, except that dogs, cats, and other domesticated household pets may be kept if they are not kept or maintained for any commercial purpose. Pot-belly pigs are not considered a domesticated household pet. Furthermore, 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 neighboring dwelling. If outdoor pets are not completely confined to a kennel, run, or leash, the yard must be completely enclosed by a fence or wall. No pets may be kept in unreasonable numbers or allowed to run free in the neighborhood. The Committee may establish rules and restrictions from time to time concerning specific breeds or types of dogs or any other animal.
- 4.4 No automobiles, trucks, campers, trailer, boats, equipment, recreational vehicles, motor homes or other similar vehicles, shall be parked or stored on a public street or right-of-way for more than 48 consecutive hours. The intent of this provision is to keep the roadways open for daily traffic, and to avoid the unsafe and unsightly condition of vehicles parked on the street for long periods of time. The Committee may enforce this provision by first giving notice in any form to the owner of the violation, or where the

owner is not readily available or ascertainable, by giving notice in the form of a written request placed on the vehicle(s) or equipment parked on the street in violation of this provision. The Committee may also enforce this provision by arranging to have such vehicle or equipment may be towed away, at the owner's expense. No vehicles or equipment may be kept or stored on any lot unless stored in a garage or on a parking stall (pad of concrete). Recreational vehicles must be parked on a concrete RV pad located on the side of the garage or in the back yard behind a fenced area.

- 4.5 No lot line fence over six (6) feet high will be allowed. Vinyl or block, pre-cast concrete fences are allowed. Wood fences will not be allowed unless preapproved by the Committee. Fences will be the responsibility of all neighbors to work out together on colors and installation. All grades and drainage must be worked out between neighbors. If there are any problems between neighbors in deciding elevations, the Committee will give advice and guidance on what will need to be done and home owners will abide by the decision. All grades will need to be considered and followed at the time of plan approval.
- 4.6 Swamp coolers will not be allowed.
- 4.7 Solar panels will be permitted on the side or rear facing roof lines. No Solar panels will be permitted on the front facing roof.
- 4.8 No short-wave radio antennas will be allowed. All T.V. antennas and vent pipes must be placed on the back or side of roof so that very little of the antenna can be seen from the street location. Large satellite antenna systems (dish) cannot be placed or installed in front or side yards. A small satellite dish should be sight obscured from the front street locations as much as possible. All vent pipes extended from roof must be painted close to the color of roofing.
- 4.9 No commercial activity of a permanent nature may be conducted within the Subdivision without the express written consent of the Committee. The standard by which the Committee shall judge in connection with such request shall be based in part on avoidance of the generation of business activities and traffic in the Subdivision, and the unobtrusive nature of the proposed activity viz a viz the other property owners.
- 4.10 Not 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, their spouses and children would be permitted to occupy the premises with the lot owner in correlation with city codes.

5 ENFORCEMENT RIGHTS:

- 5.1 If the owner of a lot in the Subdivision, or the owner's heirs or assigns, shall violate or attempt to violate any of the covenants herein, any other person or persons owning a lot in the Subdivision, or the Architectural Control Committee may prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants, and to prevent his/her or them from so doing and to

recover damages caused by such violation, together with attorney's fees, and costs of court.

6 ARCHITECTURAL CONTROL COMMITTEE:

- 6.1 The initial Committee is composed of:
 Barbara Bearnson
 Susan Huff
 Patricia Bearnson
- 6.2 When all of the lots within the Subdivision have been sold by Developer, the structure of the Committee may be enlarged, at the discretion of the Committee to include not less than three (3) no more than five (5) duly elected property owners. After all lots have been sold, at the discretion of the developer and property owners, they may comprise a Committee to enforce the covenants if so desired.
- 6.3 Members of the Committee shall be elected to a one-year term at the annual meeting of the property owners in the High Sky Estates Subdivision, on a one vote/recorded lot basis. Vacancies on the Committee shall be filled by a majority vote of the remaining Committee members. Any or all members of the Committee may be removed and replaced upon a 75% approval vote of the property owners.
- 6.4 Committee members shall carry out their responsibilities hereunder in a reasonable manner; they shall incur no liability for costs or expenses arising out of the claims of any property owner (s).
- 6.5 Membership in the Committee shall be limited to property owners only, as long as at least three property owners consent to serve. In the event the property owners cannot fill at least three seats on the Committee, any property owner may nominate a non-property owner in the Subdivision and such individual (s) may be voted upon for membership on the Committee.

7 GENERAL PROVISIONS:

- 7.1 The declarant for this document has the right to modify or amend this document at the sole discretion of the declarant. The declarant is Gill Bearnson or his successor as manager of High Sky Estates, LLC.
- 7.2 After initial occupancy permits for all structures in the subdivision have been issued, this document can be amended at any time by a written instrument executed in recordable form by not less than 75 % of the property owners within the Subdivision.
- 7.3 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 (20) years from the date these covenants are recorded. (Extension provisions cited in the preamble to these covenants.)
- 7.4 The builder will provide a copy of CCR's to those who purchase the home or building lot

from them. When property owners re-sell the building lot or home, they must disclose the fact that the subdivision has recorded CCR's for them to abide to.

- 7.5 These CCR 's are for the homeowners to use as a guideline to govern themselves in maintaining their property in a neat and uniform manner.

In Witness whereof, Gill Bearnson, Manager, High Sky Estates, LLC has executed this Declaration on the 6th day of November, 2020.

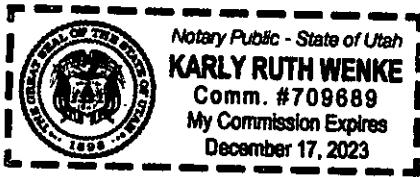
High Sky Estates, LLC



 Gill Bearnson, Manager

COUNTY OF UTAH)
 : ss.
 STATE OF UTAH)

On the 6 day of November, 2020, personally appeared before me Gill Bearnson, Manager of High Sky Estates, L.L.C., a Utah limited liability company, the signor of the within instrument who duly acknowledged before me that he executed the same





 NOTARY PUBLIC