

Steve Holland
10696 N. Jerling Dr.
Highland, UT 84003.

Indian Sky

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RANDALL A. COVINGTON
UTAH COUNTY RECORDER
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Protective Covenants And Building Restrictions

We, the undersigned owners of the following described real property in the city of American Fork, county of Utah, state of Utah described as: *lots 1 through 14, Plat A, Indian Sky Subdivision, according to the official plat of record filed in the Utah County Recorder's Office*, do hereby make the following declaration as to limitations, restrictions and uses to which the lots and/or tracts may be put, hereby specifying that the said declarations shall constitute covenants to run with the land as provided by law and shall be binding upon all of the parties and all persons claiming under them, for the benefit of and limitations upon all future owners, including heirs, assigns, and any other person, corporation or institution which may have interest in or own, in whole, or in part, any portion of the described real property.

Now therefore, for the purpose of developing and preserving the said subdivision in an aesthetically and functionally desirable, uniform, and suitable state, thereby providing a pleasant, secure and well maintained living environment, and so as to protect the investment of all owners therein, present and future, the following declarations are made:

(It shall be noted that Lot 1, at 935 North 900 West, with the existing house, is exempt from portions of this protective covenant and building restrictions excepting Article I, all of Section 2, Section 3, Section 4F, G, H (where indicated), and J. Section 5B and D only, and Section 6. Also, all of Articles II and III.

Article I Architectural Control

Section 1. Building Type. Every single family dwelling shall have a minimum square footage equal to main floor square footage. All construction shall be of new materials except for approved "used brick."

A. Size

1. Single-story. Single-story dwelling (rambler style) must have a minimum of 1,800 square feet of living area above grade, exclusive of garages, porches, steps, patios, decks, walkways and basements.

2. **Two-Story.** Two-story dwellings must have a minimum of 2,600 square feet of living area above grade, with at least 1,400 square feet of that space on the main floor, exclusive of garages, porches, steps, patios, decks, walkways and basements. (Story and one half plans subject to architectural review.)

Section 2. Temporary Structures. No trailer, basement, tent, shack or other outbuilding shall be placed upon or used at any time within said subdivision as a temporary or permanent residence.

Section 3. Compliance with Zoning Ordinances of Highland City. All buildings in said subdivision shall be placed and used upon said lots in accordance with the provisions of American Fork City Zoning Ordinances.

Section 4. Architectural Guidelines. The following architectural guidelines shall apply to all lots in Indian Sky, Plat A.

A. Exterior. Dwelling exterior shall be constructed of brick, stone, stucco (high-grade synthetic type), or a combination thereof, with at least 25% of entire home being brick or stone.

1. **Color Harmony:** the use of natural earth tones will be encouraged, along with the use of stucco, brick, stone, and limited amounts of wood as accent materials. The use of unpainted concrete or blocks and painted or unpainted metal siding is prohibited on exterior surfaces. (No aluminum siding.)
2. **Soffit and fascia materials** shall be aluminum or vinyl. (No wood soffit and fascia.)
3. **Both 1 and 2** are subject to architectural control committee approval.

B. Windows. Wood windows or high quality vinyl windows are encouraged. The exterior frame of the wood windows must be clad in heavy-duty aluminum or vinyl.

C. Roofing. Roofing material shall be tile or shake; however, a high-grade of architectural type asphalt shingle (minimum 25-year warranty) may be permitted.

D. Architecture.

1. General Style.
 - a) No modular homes, pre-fabricated homes or pre-built homes, round homes, dome homes, log homes, earth homes mobile homes, bi-levels, homes with split entries or multiple split-stories, shall be built or erected. No solar homes.
 - b) In accordance with local zoning ordinances, all dwellings are to be single-family residences; therefore, under no circumstances shall any auxiliary entrance(s) be designed so as to give the appearance, in any degree of a duplex or multi-family dwelling.
 - c) Homes shall not exceed 2 stories above grade, except that bonus-type attic rooms or lofts may be allowed within existing roof space so long as they do not have undue prominence or give the appearance of a full third story. In no instance shall any home exceed 35 feet in height from the highest finished grade line adjoining the foundation of the dwelling.
 - d) To protect the investment of homeowners in the subdivision all home plans and designs will need to be approved by Steve Holland at 10696 North Jerling Drive, Highland, UT, until an Architectural Control Committee can be organized which shall be on or before December 31st, 2006.
2. Roof Pitch. The minimum roof pitch for all roof surfaces on main portions of the dwelling shall be 6/12 and the maximum pitch shall be 12/12. Steeper or gentler pitches may be allowed in limited amounts where architecturally mandated (such as the top of a turret, or over a covered porch).
3. Roof-Mounted Structures. Where possible: Any roof-mounted structures, devices, flues, vents, intakes, or exhaust ports must be situated on the back side of the house so as not to be visible above the roof line from the street viewpoints.
4. External Mechanical Equipment. Evaporative cooling devices ("swamp coolers") will not be allowed. Central cooling/heating related devices (condensers, compressors, fresh air inductions ports, etc.) shall not be located in front of the houses, and side-yard installations must be reasonably screened from street view.

5. **Garages.** All dwellings shall have as integral part of the structure a minimum 2-car garage, and not more than a 3-car garage. This does not exclude the possibility of an outbuilding, subject to the conditions of Section 4G 1-3 below. The use of outbuildings for additional garages, storage for recreational vehicles and maintenance equipment, rather than storing such items outside, is encouraged. Carports are not allowed.

E. Location and Orientation. The locations of dwellings on each lot shall be governed by minimum building setbacks as required by American Fork City ordinances. Lot 14 dwelling must face North. No driveway access will be allowed from 900 West (Lot 1 excepting).

F. Mailboxes. A mail delivery point will be located at a central site along 920 North Street. The type of structure will be determined by the U.S. Postal Service (American Fork Office) at a future date.

G. Outbuildings and Other Structures. Detached accessory buildings such as additional garages, storage for recreational vehicles, or storage for yard maintenance equipment shall be allowed and encouraged.

1. Outbuildings must meet all applicable zoning requirements with respect to size or location, or any other requirement, including the avoidance of recorded easements as per city code.
2. Outbuildings must conform in design and material with the primary residential home on the lot.
3. Construction of outbuildings requires a permit from American Fork City and Architectural Control Committee approval.
4. No radio, short-wave, television, or any like-purpose antennae shall be installed on the exterior of any dwelling, outbuilding, or roof thereof, nor at any location on the lot. Small satellite TV dishes may be installed on the south side of a dwelling or at the lowest point on the roof where an uninterrupted signal is achieved.

H. Fences.

1. All fencing shall comply with American Fork City Fence Ordinance, which shall prescribe the placement thereof on any particular lot. All fences, walls and hedges are not to exceed 6 ft. in height. Fences or walls may not be built forward of the 30 ft. setback line. Wood or "chain link" type fences are prohibited, except in strictly interior uses, such as to fence a tennis court, or a

pool, and must have a minimum of 15 ft. setback from side or rear lot lines and from the 30 ft. front yard setback line. Concrete block walls are prohibited. Lot 1 may maintain rail fencing on North and South of home.

2. In all cases homeowners agree to abide by pertinent local zoning ordinances both in letter and intent, especially as they relate to clear site safety conditions on corner lots or near driveways potentially obscured by curves in the roadway.
3. Homeowner must obtain a permit from American Fork City and approval from the Architectural Control Committee prior to any fence construction.

I. Driveways and Walkways. All driveways and walkways forward of the 30 ft. front setback line shall be constructed of concrete, brick, flagstone, or similar high-quality material, and driveways shall be of a width to provide outside parking equal in size to garage vehicle capacity.

J. Storage. No storage of old cars or other items outside of an enclosed structure.

Section 5. Landscaping.

A. Trees. Trees shall be included in the homeowner's landscaping plan, the number thereof being calculated by dividing the lot square footage by 2500 and rounding the result.

1. In order to establish a desirable appearance for the subdivision as a whole, certain of the above mentioned trees shall be of a particular type and shall be planted at designated street-side locations as designated by American Fork City.
2. Over time, all trees shall be maintained in a safe condition (removal of dead wood, etc.) to prevent damage or injury from broken or falling limbs. For safety reasons, trees adjacent to public sidewalks or near street curbs shall be pruned and trimmed to remove branches below the height of 8 feet that extend over or near the sidewalk or curb.

B. Planter Strip Maintenance.

1. The planter strips between street curbs and sidewalks in front yard or side yards of corner lots shall be maintained in an aesthetic manner, so as to pose no safety hazard to pedestrians, bicyclists, or motor vehicles.

C. Completion Requirements.

1. The front and side yards of each lot shall be landscaped with at least a grass lawn and sprinkling system within a period of 1 year following completion or occupancy of dwelling.
2. Rear yards shall be landscaped with at least a sprinkling system and grass lawn within a period of 2 years following completion or occupancy of dwelling.
3. In any event, the minimum landscaped area shall include any portions of the lot adjacent to the street, i.e. corner lot.
4. The time limits given in the above paragraphs may be reasonably extended to overcome restrictions caused by weather or season which would prohibit proper installation of materials or which would compromise the survivability of plant materials.

D. Maintenance and Weed Control. All owners shall endeavor to maintain landscaped portions of their lots in a reasonable state of upkeep and orderliness so as not to detract from the appearance of the subdivision. Also, portions of any lot not yet landscaped shall be maintained so as to avoid any unsightly infestation with weeds. Such weed growths shall also be controlled as they may constitute a fire hazard.

Section 6. Land Usage.

A. Occupancy. All dwellings in this subdivision are for single-family occupancy in accordance with local zoning ordinances.

B. Commercial Activities. No part of any lot shall be used for any commercial, manufacturing, mercantile, vending, distribution transfer hub, or any other non-residential purpose, except that professional administrative occupations may be carried on within a dwelling provided that such activity does not require frequent comings and goings of employees or contracted service providers, clients, delivery vehicles, etc. which would disturb the peace or safety of the subdivision for other residents.

C. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot except dogs, cats, or other household pets may be kept on the lots, provided they are not kept, bred, or maintained for any commercial purpose and shall not exceed two (2) in number. Notwithstanding the forgoing, no such dog, cat or other household pet permitted upon the premises shall be kept on the property, which results in any annoyance or becomes obnoxious to residents in the vicinity.

1. **Containment.** Pets which are given outdoor access must be contained within the owner's backyard. Pets and their containment areas (if such areas have been designated in the owner's backyard), must be kept in a clean and humane state. Other restrictions may apply in accordance with local animal control ordinances, specifically leash laws. Potentially dangerous animals may be prohibited subject to a 2/3 majority vote of residents.
2. **Liability.** Owners shall be liable for any and all damage caused by their pets to the person or property of other lot owners (or their invitees). Animal owners will be responsible for maintaining control over animals they own at all times, if such animals are taken out of their containment area. Under no condition are pets to roam free in the neighborhood nor shall they be allowed to create a nuisance for neighboring lot owners due to noise, odor, or unsightliness.

Article II

Architectural Control Committee

Section 1. Appointment of Committee. The Architectural Control Committee shall be composed of no less than 3 members selected by the undersigned or their successors in ownership, and in the event of death, incapacity or resignation of a member of the Committee, the remaining members shall designate a successor. The members of the Committee shall not be entitled to any compensation for services performed under this covenant. The Committee shall, however, have the authority to use the services of an architect as consultant, and to charge a sum not to exceed \$50.00 for each set of plans and specifications submitted to it for approval to defray the fees of the consultant. The consultant shall not have the right to vote in passing upon the plans and specifications. In the event of discontinuance of this Architectural Control Committee, for any reason, it may be recreated by appointment of the District Court or by appointment of the Mayor of American Fork City. Appointees to the Committee must be lot owners of portions of the property above described.

Section 2. Plan Submittals and Architectural Control Committee Review.

No building, fence, wall or other structure shall be commenced, erected, maintained or remodeled until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, exterior color scheme, location and approximate cost of such structure and the grading of the lot to be built upon shall have been submitted to and approved by the Architectural Control Committee, heretofore described, and a copy thereof, as fully approved, lodged permanently with said Committee. The Committee shall have the right to refuse or approve any such plans or specifications or grading plan, which are not suitable or desirable, in its opinion, for aesthetic or other reasons, and in so passing upon such plans, specifications and grading plans, it shall have the right to take into consideration the suitability of the proposed building, or other structure and of materials of which it is to be built, to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the building or other structure as planned, on the outlook from the adjacent or neighboring property. All subsequent additions to or changes or alterations in any building, fence or other structure, including exterior color scheme, shall be subject to the approval of the Committee. All plans must be submitted to the Committee as outlined, and if the Committee has not taken action within 15 days on such plans, the owner may then proceed with his work. Notification of denial must be in writing.

Section 3. Enforcement. The restrictions herein set forth shall run with the land and bind the owners, their heirs, successors and assigns and all parties claiming by, through or under them shall be taken to hold, agree and covenant with the owners of said lots, their heirs, successors and assigns, and with each of them, to comply with and observe said restrictions as to the use of said lots and the construction of improvements thereon, but no restrictions therein set forth shall be personally binding on any corporation, person or persons, except in respect of breaches committed during its, his, her or their recision of or title to said land, and the owner or owners of any of the lots in said subdivision shall have the right to sue for and obtain an injunction prohibitive or mandatory to prevent the breach of or to enforce the observance of the restrictions above set forth, in addition to ordinary legal actions for damages and the failure of the undersigned, or owner or owners of any of the lots in this subdivision to enforce any of the restrictions herein set forth at the time of its violation shall, in no event be deemed a waiver of the right to do so thereafter.

In the event that it becomes necessary to enforce the provision of these restrictions, any owner or owners representative of the property referred to herein shall have the right to initiate such action, judicially or otherwise, and shall have standing for the enforcement of said restrictions.

Invalidation of any one of these restrictions by judgment or Court order shall in nowise affect any of the other provisions which shall remain in force and effect.

Attorney's fees and costs incurred to enforce restrictions to be charged to party in default.

Article III General Provisions

Section 1. Painting and Redecorating. No dwelling, outhouse, or garage on any lot shall be painted any color other than the original color of the residence located thereon, unless written approval shall have been secured from the Architectural Control Committee.

In the event the proposed improvement is to be only for repainting or redecorating the exterior of such structure, without remodeling or changing it, or making additions thereto, it shall be necessary to file with the Committee, in duplicate, the color schemes of such proposed work and have the same approved in writing prior to commencement of such work.

Section 2. Timeliness of Construction. No temporary house, trailer, tent, garage, or other outbuildings shall be placed or erected on the lots, and no dwelling shall be occupied in any manner at any time prior to completion. The work of constructing the dwelling shall be prosecuted diligently from the commencement thereof until completion. No building materials shall be stored or permitted to remain on lots unless to be immediately implemented.

Section 3. Signage and Offensive Activity. With the exception of one "For Sale" or "For Rent" signs (which shall not be over 20x26 inches), no advertising signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any lot; nor shall the lots be used in any way or for any purpose which may endanger the health or unreasonably disturb the holder of any other lot. No noxious or offensive activity shall be carried on upon any lot.

Section 4. Storage Tanks. No elevated tanks of any kind shall be erected, placed or permitted upon the lots. Any tanks for use in connection with any residence on the lots, including tanks for storage of gas, fuel, oil, or gasoline are prohibited.

Section 5. Wood Piles, Rubbish, etc. All woodpiles or storage piles shall be kept screened by adequate planting or structure so as to conceal them from view of neighboring lots and streets. All rubbish, trash or garbage shall be removed from the lots each week and shall not be allowed to accumulate and shall not be burned thereon.

Section 6. Easements. The undersigned or their assignees, reserves easement over or under the surface, or both, required for the installation and maintenance of electric lines, telephone lines, water (domestic and irrigation), sewer, gas lines, and other public utilities along property lines as recorded on the plat of the above property, with the right to assign such easement. By these covenants it is understood that these easements will run concurrently with the life of this covenant.

Section 7. Utility Lines. All utility lines or service to any portions of the property included herein shall be installed underground.

Section 8. Acceptance of Restriction. All purchases of property described above shall, by acceptance of contracts or deed for every lot or lots shown therein, or any portion thereof, are hereby conclusively deemed to have consented and agreed to all restrictions, conditions, covenants and agreement set forth herein.

Prior to delivery of title or contract of sale of any of the property described herein, the undersigned or their assignees shall cause the Buyers or their representatives to acknowledge receipt of a copy of these restrictions and to cause execution of such receipt in writing acknowledging the receipt, having read, understood and complied with, to be delivered to the undersigned or their successors in interest.

Section 9. Duration. This Declaration shall continue in full force and effect for a period of forty (40) years from the date hereof, after which time the date shall be automatically extended for successive periods of ten (10) years.

Section 10. Amendment. There shall be no amendments to this Declaration.

Section 11. Severability. Invalidation of any portion of this Declaration shall in no way affect any of the other provisions which shall remain in full force and effect.

Section 12. Covenants Shall Run with the Land. All of the limitations, restrictions, easements, conditions and covenants herein shall run with the land and shall be binding on, and for the benefit of, all the Property and all parties having or acquiring any right, title or interest in the Property or any part thereof and shall inure to the benefit of each owner and are imposed upon the Property as a servitude in favor of each parcel as the dominant tenement or tenements.

Section 13. Paragraph Headings. The headings which precede the paragraphs and sub-paragraphs of this Declaration are for convenience only and no way affect the manner in which any provision hereof is construed.

Section 14. Foreclosure. Should any mortgage be foreclosed on a property, then the title acquired by such foreclosure and the person or persons who thereupon and thereafter become the owner or owners of such Property, shall be subject to and bound by all the restrictions enumerated herein.

Dated this 21st day of February, 2006

Centennial Investment Company, L.L.C.


By: Travis C. Bell, Manager

STATE OF UTAH)

SS.

COUNTY OF UTAH)

On the 21st day of February, 2006, personally appeared before me Travis C. Bell, being by me duly sworn did say, for himself, that he is a member/manager of Centennial Investment Company, L.L.C., a Utah limited liability company and acknowledged the within instrument to be the free and voluntary act of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, on behalf of the limited liability company.


Notary Public

