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MAIL 10.
PINNACLE HOMES ; DEVELOPMENT.
PO BOX 313
PLEASANT GROVE, UT 84062

DECLARATION OF PROTECTIVE COVENANTS, AGREEMENTS, RESTRICTIONS AND
CONDITIONS AFFECTING THE REAL PROPERTY KNOWN AS:

Hatch's Estates

ENT 25573; 2005 06 1 of 6
RANDALL A. COVINGTON,
UTAH COUNTY RECORDER
2005 Mar 11 9:50 am FEE 52.00 BY SW
RECORDED FOR PINNACLE HOMES AND DEVELOPH

A PLANNED RESIDENTIAL SUBDIVISION

SECTION 1. MAINTENANCE

Section 1.01 ARCHITECTURAL CONTROLS. Architectural Control of the Hatch's Estates subdivision will be under the direction of the Design Review Committee. This Design Review Committee, hereinafter the "Committee", shall consist of Pinnacle Homes Utah. At such time when 100% of the lots have been sold the lot owners shall meet and elect a new committee to replace the initial committee.

- (A) No building shall be erected, placed, or altered on any lot until the construction plans and specifications, a plot plan showing the location of the structure, and a landscape plan have been submitted to and approved by Pinnacle Homes Utah.
- (B) No structure shall present an unfinished appearance for a period of more than (12) months from the beginning of construction. All construction must be completed within (1) year after the commencement of construction including all exterior site improvements, and front/backyard landscaping.
- (C) The Committee's approval, or disapproval, as required in these covenants, shall be in writing. The building and zoning ordinances of Pleasant Grove City except where stricter provisions are deemed to be appropriate to maintain the integrity of the development and the overall objectives of the owners/developer of the project shall substantially govern the Committee.

Section 1.02 DESIGN REVIEW DEADLINE. Upon receipt by the Committee of a written request for approval of architectural and/or landscape design, the Committee shall, within (7) days after receipt of such request, either: (a) approve the plans and/or landscape design as submitted, or (b) notify the party making such a request of any objections thereto (such objections must be specifically stated by the Committee in writing). Once objections are noted, the requesting party may, within (14) fourteen days thereafter, resubmit its request for approval rectifying any such objections made by the Committee. The Committee shall then have an additional (7) seven days after receipt of said revisions to approve or disapprove the request. Approvals or disapprovals will be submitted in writing.

Section 1.03 LOT MAINTENANCE. Construction sites will be kept clear of any and all debris. At no time will construction materials and/or excavation dirt be permitted on any streets or sidewalks. No rubbish or debris of any kind shall be placed or permitted to accumulate on any adjacent lot or common area space. No odors or loud noises shall be permitted to arise or emit there from, so as to render any such lot, or any portion thereon, or activity thereon, unsightly, unsanitary, offensive, or detrimental to any other lot in the development.

Normal construction activities, including parking in connection with the building of improvements on a lot, shall not be considered a nuisance or be otherwise prohibited by this declaration; however, lots shall be kept in a neat and tidy condition during all construction periods. Trash and debris shall not be permitted to accumulate. Supplies of brick, lumber, block and other building materials will be piled only in such areas as approved by the Committee. In addition, any construction equipment and building materials stored or kept on any lot during construction of improvements may be kept only in areas approved by the Committee.

- (A) Improper Maintenance of Lot. All owners, without regard to whether or not any improvements have been constructed, shall be responsible for lot maintenance. In the event that: (a) any portion of any lot is so maintained as to present a public or private nuisance or substantially detract from the appearance or quality of the surrounding lots or other common areas; or (b) any portion of a lot is being used in a manner which violates this Declaration; or any owner fails to perform any of its obligations under this Declaration, the Committee shall have the right to cause such landscaping and maintenance to be

performed. The cost of such maintenance or repair shall constitute a Maintenance Charge for which said owner's will be held liable under the Maintenance Charge Lien as set forth herein.

- (B) **Notice to Owner.** In the event that any Park Strip or Lot is not maintained or repaired as set forth by this Declaration, the Committee may, by Resolution, make a finding to such effect. This Resolution shall specify the particular condition, or conditions, in writing, that, unless corrected within (14) fourteen days of the date of such notice, the Committee shall have the right, without further notice or demand, to cause the conditions set forth in the Resolution to be corrected at said owner's cost. If at the expiration of said (14) fourteen days the required corrective action has not been taken, the Committee shall be authorized, and empowered, to cause such action to be taken. The cost thereof shall be added to, and become part of; the Maintenance Charge levied against said lot and shall be secured by the Maintenance Charge Lien. The Maintenance Charge shall only be levied against the Lot set forth in the Resolution adopted by the Committee. Written notice of the amount of the Maintenance Charge shall be due and payable in full within (5) five days of the date of such notice.
- (C) **Maintenance Charge Lien.** The Maintenance Charges, together with interest, costs, and reasonable attorney's fees, shall be secured by a lien (the Maintenance Charge Lien), on the lot to which such charges have been attributed. Applicable charges, costs, and expenses shall be continuing servitude and be a charge on the lot, shall attach from the date when the unpaid charge shall become due, and shall be a continuing lien upon the lot against which each such assessment is made until paid in full. Each such Maintenance Charge, together with interest costs and reasonable attorney's fees shall also be the personal obligation of the owner of such lot at the time the Maintenance Charge becomes due. The Maintenance Charge Lien may be foreclosed by the Committee in the same manner as a mortgage on real property upon the recording of a Notice of Delinquent Maintenance Charge as set forth herein; however, there shall be no right to redeem the lot from the purchaser of the lot at any foreclosure sale conducted pursuant to such action. The Committee shall be entitled to purchase the lot at any such foreclosure sale.
- (D) **Effect of Nonpayment.** Any Maintenance Charge not paid within (5) five days of the date written notice has been submitted shall be deemed delinquent and shall bear interest at the rate of (18%) eighteen percent per annum. The owner of the applicable lot shall be held liable for all costs, including attorney's fees, which may be incurred by the Committee in collecting the same. The Committee may also record a Maintenance Charge Delinquent notice. This notice shall be executed by a member of the Committee and will set forth the amount of the unpaid assessment, the name of the delinquent owner, and a description of the lot. The Committee may establish a fixed, reasonable fee for reimbursement of costs in recording such a Notice, processing of the delinquency, and recording a release of said lien. This fixed fee shall be treated as part of the Maintenance Charge of the Committee, secured by the Maintenance Charge Lien. The Committee may also file suit against the owner and/or foreclose against said owner's lot. Commencement of an action against said owner shall not be deemed to be a waiver of the right to foreclose the lien granted herein unless, and until, all amounts due are paid in full. No owner may waive or otherwise avoid liability for the assessments provided herein by abandonment of his/her lot.
- (E) **Priority of Lien.** The Maintenance Charge Lien shall be subordinate to any first mortgage lien, or first deed of trust, of which the beneficiary is a lender (or its successors or assigns) and shall also be subject to, and subordinate to, liens for taxes and other public charges. Except as provided above, the Maintenance Charge Lien shall be superior to any and all charges, liens, or encumbrances which may, in any manner, arise or be imposed upon the lot after the date and time of the recordation of the Notice of Maintenance Charge Lien. Sale or transfer of any lot shall not affect the Maintenance Lien.

Section 1.04 REPAIRS OR IMPROVEMENT. No improvements on any lot shall be permitted to fall into disrepair. Such improvements shall, at all times, be kept in good condition so as to not compromise the quality and appearance of the development.

SECTION 2. BUILDINGS**Section 2.01 EASEMENTS**

- (A) All setbacks shall be in accordance with Pleasant Grove City's building requirements. Setbacks, to be verified at time of construction, include: (30 ft.) thirty foot front yard setbacks and (25 ft.) twenty five foot rear yard set back, and (20 ft.) twenty foot (10 feet each side) combined side yard setbacks.
- (B) All easements, as shown on the recorded subdivision plat, must be kept free of building encroachment. These easements are part of the lot and shall be maintained by the lot owner.

Section 2.02 EXTERIOR

- (A) Only those exterior materials that will harmoniously support the objectives of the development may be used. Exterior materials must specifically include: (100%) one hundred percent masonry material (stone, stucco, hardiplank or brick.)
- (B) Exterior antennas of any kind are prohibited. Exposed metal flutes, vents, ventilators, or other rooftop protrusions shall be coated or painted with a neutral color that will blend harmoniously with the surrounding landscape and related improvements. No evaporative coolers connected to windows will be allowed.
- (C) All stacks and chimneys from fireplaces in which combustibles other than natural gases are burned shall be fitted with spark arrestors.
- (D) TV dishes will be permitted provided that they are placed, or screened, so as to be invisible to neighboring properties and streets. The Committee must approve the location of all TV dishes.
- (E) Exterior lighting that is detached from the residence (sport court lighting) will not be allowed unless approved by the Committee. Landscape lighting and path lighting is permissible.

Section 2.03 SQUARE FOOTAGE. The ground floor area of the main structure, exclusive of garage or open porch area, shall not be less than (2300) two thousand three hundred square feet above ground for a one-story dwelling. Two story structures, exclusive of garage or open porch area, shall not be less than (2800) two thousand eight hundred square feet above ground.

Section 2.04 GARAGES. A minimum of a one story-attached garage must accommodate at least (3) three vehicles, unless the Architectural Review Committee grants special permission for narrow lot circumstances.

Section 2.05 FENCES. Permissible materials for the construction of fences shall be wrought iron, brick, stone, or vinyl. No chain link (unless surrounding sport courts, etc.) or wood.

Section 2.06 TRADES/ACTIVITIES. No obnoxious or offensive trade or activity shall be conducted upon any lot, which may be an annoyance to the neighborhood. No clothes drying or storage of any such articles, which are considered unsightly in the opinion of the Committee, will be permitted.

The Committee may abate, or correct, any violation hereunder and the individual lot owner shall be responsible for covering all reasonable expenses incurred thereby. No liability shall attach to the Committee, or its representatives, in acting pursuant to the provision of these covenants and enforcing the terms thereof, including abatement of nuisances.

Section 2.07 SIGNS. No signs, posters, displays, or other advertising devices of any kind shall be erected, or maintained, on any lot without express written consent of the Committee. The restrictions of this paragraph shall not apply to any sign or notice (8) eight square feet or smaller, which states that the premise is for sale.

The Committee may cause all unauthorized signs to be removed. This section shall not apply to any signs used in connection with the original sale of lots and homes by Pinnacle Homes Utah, Inc.

SECTION 3. LAND USE

Section 3.01 LOT USAGE. Lots shall be used for residential purposes only. No building shall be erected, altered, placed, or permitted to remain on any lot other than a detached, single family dwelling with private garage.

Section 3.02 OUT BUILDINGS. It is understood that out buildings, such as swimming pool and tennis court dressing facilities, may be constructed on any lot provided they are in conformity with the requirements of this Declaration and are approved by the Committee, and must meet all local regulations and guidelines. All pools must be fenced in strict compliance with local ordinances.

Section 3.03 PARKING OR STORAGE OF VEHICLES. No vehicles of any nature shall be parked or stored on any street located within the Subdivision. Licensed passenger vehicles (i.e. visitor vehicles) may be parked on the streets of the subdivision for brief periods of time (i.e. less than 24 hours). Overnight parking of such vehicles should generally be restricted to the driveway of the dwelling being visited. No automobiles, trailers, boats, snowmobiles, motor homes, recreational vehicles, or any other type of vehicle shall be stored on driveways. Such vehicles that are properly licensed and in proper running condition may be stored on side lots if properly screened from view. The Committee must approve the acceptability of the screening structure. The front bumper of such vehicles cannot protrude past the home.

Section 3.04 GARBAGE AND REFUSE DISPOSAL. No lot shall be used as, or maintained as, a dumping ground for rubbish, trash, garbage, or other waste. Such materials shall be placed in covered containers that are screened from view of street traffic except during collection periods.

The burning of rubbish, leaves, or trash within the subdivision is prohibited. Each lot is to be kept free of weeds and other refuse by the lot owner. No unsightly materials or objects are to be stored on any lot in the view of the General Public.

Section 3.05 OIL/ MINERAL MINING. No oil drilling, oil development, operations, oil refining, quarrying or mining operations of any kind, including oil wells, tanks, tunnels, mineral excavations or shafts, shall be permitted in the subdivision.

SECTION 4. LANDSCAPING

Section 4.01 FOILAGE. Trees, lawns, shrubs, and other vegetation provided by the owner, both before and after construction of residence, shall be properly maintained and manicured. Failure to comply will result in replacement of neglected areas at the owner's expense and under the direction of the Committee.

Section 4.02 SOILS/ SLOPE. No planting or structures shall be placed or permitted which may damage or interfere with established slope ratios, create erosion, or change direction of drainage channels. All materials used to retain and contour the slope of any lot or improvement must conform to the natural elements and color of the subdivision and must be approved, in writing, by the Committee.

Section 4.03 TREES. Lot owners will be required to plant (2) two trees from the Evergreen Family of at least a (6-7ft) size in the front yard landscape area. An additional (3) three deciduous trees of at least a (2) two inch-caliber size will also be required in the front yard landscape area. (4) Four deciduous trees of at least a (2) two-inch caliber size in the back yard landscape area will be required. The Architectural Control Committee will approve specific tree families in harmony with the natural elements of the development. Recommended trees include Pine, Spruce, Fir, Aspen, Maple, Oak, Sycamore, and Honeylocust.

Section 4.04 DECORATIVE BOULDERS. Lot owners will be required to provide a minimum of (2) two, (3 – 4ft) decorative landscape boulders throughout the landscape area.

Section 4.05 . SHRUBS. Lot owners will be required to provide at least (20) twenty, (5 gallon) shrubs in the front yard landscape area.

Section 4.06 SPRINKLER SYSTEMS. All front and backyard sprinkler systems are expected to be fully automated and programmable. No exceptions.

Section 4.07 LANDSCAPING COMPLETION DEADLINE. All front yard landscaping must be completed prior to the issuance of a final occupancy permit. Completed front yard landscaping shall be defined as: All required sprinkling system, sod, trees, shrubs and decorative rocks in place from front corners of the home extended to side property lines parallel to the road. On corner lots, the side yard adjacent to any sidewalk shall also be landscaped. The Committee, in writing, for a period not to exceed 3 months, may grant exceptions for weather and other extenuating circumstances and the funds required for such landscaping shall be escrowed with the committee's title company until work is completed. Backyard landscaping must be completed within 9 months.

Section 4.08 DESIGN REVIEW DEADLINE. Upon receipt by the Committee of a written request for approval required by this agreement the Committee shall, within 7 days after receipt of such request for approval, either; (a) Approve the plans and specifications as submitted, or (b) Notify party making such request of any objections thereto (such objections to be specifically stated).

If objections are noted, the requesting party may, within 14 days thereafter, resubmit a request for approval rectifying any such objections to the committee. The Committee shall then have an additional 7 days after receipt of said revisions to approve or disapprove said changes. Failure to give any written notice of disapproval within the periods provided for above shall constitute approval by the Committee.

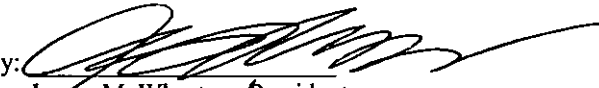
SECTION 5. TERMS. These covenants are to run with the land permanently and shall be binding on all parties in ownership thereof.

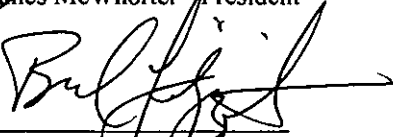
SECTION 6. AMENDMENTS. These covenants may be amended upon written approval of at least (¾) three-fourths majority of the owners of lots within the subdivision. Each dwelling unit, upon 100% completion of the subdivision, shall be entitled to (1) one vote for each lot held within the development.

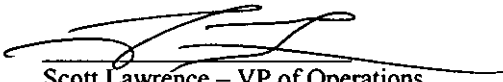
SECTION 7 SEVERABILITY. Invalidation of any of these covenants by judgment, or court order, shall in no way affect the other provisions.

In Witness Thereof, Declarants have executed this instrument the 11th of January 2005.

Pinnacle Homes Utah, Inc.

By: 
James McWhorter - President


Brad Liljenquist - VP of Administration


Scott Lawrence - VP of Operations

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

On the 11th day of January, 2005, personally appeared before me James McWhorter, Brad Liljenquist and Scott Lawrence, who being duly sworn did say the they are authorized to sign the above and foregoing instrument and acknowledge to me that they executed the same.

My Commission Expires: 11.12.07



NOTARY PUBLIC

