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**DECLARATIONS OF PROTECTIVE COVENANTS ANDREA ALLEN
CONDITIONS AND RESTRICTIONS FOR UTAH COUNTY RECORDER
PIONEER HEIGHTS SUBDIVISION PHASE II**
2022 Mar 02 1:00 pm FEE 70.00 BY MC
RECORDED FOR DUBOIS, MICHAEL

The undersigned is the Owner of the real Property ("Property") in the County of Utah, State of Utah, described as:

Lots 201-225, PIONEER HEIGHTS SUBDIVISION PHASE 2, Lehi, UT, according to the official plat thereof on file in the Utah County Recorder office.

The Property presently consists of 25 Lots, which will be recorded on or before the 15th day of February 2022.

The undersigned has deemed it desirable to provide a general plan for the development of all of the Property and for the establishment of covenants upon the Property for the purpose of enhancing and protecting the value and attractiveness of the Property for its Owners(this "Declaration").

Title to all of the Lots located within the Property may be sold only subject to these protective covenants, conditions and restrictions as set forth below.

The undersigned hereby covenants, agrees and declares that all of the Lots and Property described above and such additions thereto as may hereafter be made shall be held, sold and conveyed subject to the following covenants, conditions and restrictions which are hereby declared to be for the benefit of all of the Property and the Owners thereof, their successors and assigns. These covenants, conditions and restrictions shall run with the Property and shall be binding upon all parties having or acquiring any right, title or interest in the Property or any lot of part thereof and shall insure to the benefit of each Owner thereof.

ARTICLE I DEFINITIONS

The following terms used in these covenants, conditions, and restrictions shall be applicable to this Declaration and are defined as follows:

- 1.1 "Lot" shall mean and refer to a recorded lot within the existing Property upon which there has been or will be constructed a single-family dwelling.
- 1.2 "Owner" shall mean and refer to the record Owners, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Property, including contract buyers, but excluding those having such interest merely as security for the performance of an obligation.
- 1.3 "Committee" shall mean and refer to the PIONEER HEIGHTS Development Committee. See Article III
- 1.4 "Short-term Rental" shall mean the rental or offer for rental of a dwelling unit or any portion of a dwelling of a unit, accessory building, or the like for a period of less than 30

consecutive days to one or more non family individuals. "Short-term rental" does not include;

- (a) Extension of a lease for a period of less than 30 consecutive days when the original lease was for a period of 180 days or more,
- (b) A leaseback arrangement under which the seller of a home leases the home back from the purchaser.

ARTICLE II
ARCHITECTURAL CONTROL

2.1 **Dwelling Quality and Size.** Only new single family residences or residence related structures allowed by City ordinance are permitted to be built in the subdivision and must be approved in writing by the development Committee. Generally, all residences shall meet or exceed the following requirements for quality and size. Residences shall have a private garage with a minimum capacity of three (3) cars. Detached accessory garages are permitted if the structure meets Lehi City ordinances and the guidelines for accessory building defined in Section 8b below. The minimum living area above ground, excluding garages, basement, decks, porches, and patios shall be as follows: a single-level dwelling (Rambler) shall be two thousand (2000) square feet; a multi-level dwelling shall be a total of two thousand eight hundred (2800) square feet. All dwellings shall be built according to the minimum architectural guidelines as outlined in Section 8. The architectural design will be as equally important as the size.

2.2 **Building Location.** Any and all structures located on the Lot shall be located within the building envelope as defined in the Final Plat and/or as defined by City Ordinance. Owners are encouraged to use offsets of greater than what is specified on the Final Plat and/or City Ordinance if the Lot can accommodate such.

2.3 **Moving of Structures.** No structure of any kind shall be moved from any other place to the Property without prior written approval of the Committee.

2.4 **Temporary Structures.** No trailer, basement, tent, or shack or other outbuilding shall be placed upon or used at any time within the Property as a temporary, short term rental (or the like) or permanent residence. Trailers are permitted on Owner's Lot if parked on the side or rear of the Owner's home so long as trailers are not being used as a temporary, short-term rental, or other permanent residence and as long as trailer can be parked such that the entire trailer is behind the fence line. In any event, no trailers shall be placed on any lot, until the home is complete.

2.5 **Completion of Building.** Once construction of a dwelling or any other structure has begun, work thereon must be carried out diligently and completed within twelve (12) months of the date of commencement, unless the Committee approves an extension.

2.6 **Landscaping.** Owner shall complete minimum landscaping improvements of the front yard area and for corner Lots the side yard area facing a street, within 180 days of the date that certificate of occupancy from Lehi City is issued. Front yard shall be landscaped at least from sidewalk to front corners of home, including city planter strip with two trees required. Side yard, adjacent to street, shall all be landscaped from sidewalk to home for the entire length of Property along street, including city planter strip with two trees required. Landscape improvements shall include at a minimum an automated sprinkler system and grass and a variety of trees, shrubs, and bushes that beautify the yard and overall appearance of the neighborhood and shall be approved by the Committee in advance. Trees, shrubs and bushes that produce obnoxious seeds, weeds or unwanted fruit shall not be permitted. Rock, mulch, landscape material, landscape features, and /or landscape decorations that create obnoxious sights or noises shall not be allowed.

2.7 **Compliance with Applicable Zoning Ordinances.** All structures within the Property shall be built, occupied and used in accordance with the provisions of the jurisdictional City Zoning Ordinances and this Declaration.

2.8 **Architectural Guidelines.** The following architectural guidelines shall apply to all the Lots in the Property affected thereby:

(a) **Harmony of Exteriors:** Exterior material of all dwellings shall consist of materials that are brick, stucco, stone, lap siding, board and baton, shake. Other materials may be presented to the Committee for review to be approved for use of an exterior material. Aluminum and vinyl siding are not permitted. However, Aluminum for soffit, fascia, and gutter is allowed. The roofing material shall be architectural-grade composition shingles or better materials approved by the Committee. Exterior materials should complement each elevation in a natural and organized design that will provide articulation of exterior features.

(b) **Detached Accessory Buildings:** A detached accessory building may be permitted and shall be subject to all the covenants, conditions, and restrictions imposed by Article II hereof. The detached accessory building shall compliment in design and composition the primary dwelling, and in no event shall such accessory building be permitted with a height greater than the primary dwelling. The design and site plan of such accessory building shall be submitted to the Committee for approval prior to obtaining a building permit and commencing construction of such accessory building.

(c) **Roof Lines:** Roof pitch for the majority of the roof structure must be kept at a 4/12 slope or greater. Accessory roof accents may vary from this requirement. Modern or Contemporary roof designs may be considered on a case by case basis by the Committee

(d) **Retaining Walls:** All retaining walls must be approved by the Committee and permitted by City ordinance.

(e) **Fences:** Fence materials must be metal, masonry, concrete or synthetic fence that appears to be wood or masonry; chain link, wire field fence, or the like are

not permitted around the perimeter of the lot – however, may be used on interior of the lot for sports courts, swimming pools, pet areas, or used as a no climb fence lining agricultural land

(f) Garages and Driveways and Parking: Every dwelling must have a minimum of a three (3) car garage and a driveway leading thereto large enough to accommodate three cars parked side-by-side. Side entry garages are encouraged. Garages shall not be the overwhelming feature of the front elevation of the dwelling. RV or any other accessory parking may be allowed on the side of the home as long as vehicles parked can be parked such the entire vehicle is behind the front corner of the home. RV parking shall have a sufficient driveway leading thereto. RV or other accessory parking areas shall be shielded from any street view by fencing or landscaping.

(g) Prohibitions against Soil Erosion and Runoff; Existing Swells. It shall be the responsibility of the Owner to direct site work, landscaping and watering relative to the lot in such a manner as to minimize erosion and runoff. Construction shall be conducted in such a manner as to prevent the movement of earth materials or construction debris onto neighboring Property or into the storm drainage system. Lot Owners shall cause all construction to take place in a good and workmanlike fashion so as not to misuse the natural streams or drainage once constructed. All Owners are responsible to comply with State Storm Water Protection Criteria. All Owners are responsible to maintain their irrigation water on their own lot.

2.9 Architectural Approval. No building, structure or sign shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location the of structure upon the Lot have been approved by the Committee as to quality of workmanship and materials, harmony of external design with existing structures, and elevation. The intent of the neighborhood is to have homes traditional or craftsman in style; traditional meaning homes with Colonial, early American, Tudor, or French architecture – varied uses of hip and gable roofs. Subtle uses of contemporary/modern design for accents may be allowed if approved by the Committee. Homes with predominate use of glass, which resembles commercial buildings or ultra-contemporary/modern design, sub-terrestrial windows, and extreme use of wood will be discouraged.

The approval or disapproval of any building or structure must be given in writing by the Committee. All decisions of the Committee shall be final and neither the Committee nor its designated representatives shall be subject to any liability thereof. The Committee in its discretion shall be empowered to grant reasonable variances from the conditions and restrictions set forth in this Declaration.

The minimum plans required for submittal for residential construction shall be a site plan, landscape plan, floor plans, elevations of all sides of the building and proposed material and color scheme that matches elevations. Minimum plans required for submittal for all other purposes shall be determined by the Committee on a case by case basis.

The Committee may impose a reasonable review fee that may be modified from time to time to cover the cost of reviewing plans. The committee shall respond to any request made upon it within 10 business days.

2.10 **Signs.** No permanent signs shall be permitted on any lot. Temporary signs for the sale of real estate shall be allowed as long as the sign is relevant to the Lot that it is advertising for sale and that said temporary sign is less than 10 square feet. Temporary Development signs shall be allowed as long as the Development has Lots available in existing phases or future phases. That signs must be no larger than 32 square feet. No permanent contractor signage or advertisements will be allowed, except those of the Developer. All signs must meet the ordinances established by the municipality. Vehicles or trailers that advertise a business shall be stored in a garage or on a RV parking area located behind the front corner of the home.

2.11 **Solar Panels.** Solar Panels may be allowed – but shall not be a dominate feature of the exterior roof, wall, or yard from street view. The Committee may approve or deny solar panels in their discretion. Prior to installation – lot Owners must provide clear and detailed plans for proposed solar panels. Anything installed without written approval may be required to be removed, in which case, shall be removed fully at the expense of the Lot Owner.

ARTICLE III PIONEER HEIGHTS DEVELOPMENT

3.1 **Membership.** The Committee is comprised of five members, Michael Dubois, JoAnne Dubois, Justin Dubois, Danny Gutierrez, and Tiffany Gutierrez. Decisions of the Committee shall be by majority vote, and a majority of the Committee may designate a representative to act for it. The Committee may fill vacancies in the Committee and remove members thereof in its discretion; provided, however, that when ninety percent (90%) of the land comprising the saleable Property has been sold (either by deed or under contract of sale), then thereafter, upon designation by eighty percent (80%) of those who are Lot Owners (either in fee or by contract of purchase) of some person or persons whom such Owners desire to make a member of said Committee, the undersigned will appoint such person or persons to the Committee, and if necessary, will remove from said Committee existing members in order to create vacancies for the new appointments; provided further, however, that one person designated by the Undersigned shall always remain a member of said Committee if the Undersigned so desires. The functions of the Committee shall be, in addition to the functions set forth elsewhere in this Declaration, to pass upon, approve or reject any plans or specifications for structures to be erected on Lots within the Property, so that all structures shall conform to the restrictions and general plans of the Undersigned, and of the Committee, for the improvement and development of the entire Property. Nothing in this paragraph shall be construed as authorizing or empowering the Committee to change or waive any restrictions which are set forth in this Declaration except as herein specifically provided. The Committee may act by Majority vote, and any authorization, approval or power made by the Committee must be in writing signed by at least two members.

3.2 **Enforcement.** The Committee or any Owner or the successor in interest of any Owner shall have the right to enforce by proceedings at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration or any amendment thereto, including, but not limited to, the right to prevent the violation of any such restrictions, conditions, covenants or reservations and the right to recover damages for such violation. Any Owner found to be in breach of the CCR's shall be liable to pay any attorney's fees and/or other professional fees that were incurred by either the Committee or any Owner in order to enforce the terms of these CCR's.

ARTICLE IV
GENERAL PROVISIONS

4.1 **Easements.** For installation and maintenance of utilities and drainage facilities, areas, are reserved as shown on the recorded plat or recorded documents with Utah County. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the area or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each of the Lots 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.

4.2 **Nuisances.** No noxious or offensive activity shall be carried on upon any of the Property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No storage of any articles which are unsightly in the opinion of the Committee will be permitted on or about the premises unless in enclosed areas built and designed for such purposes or otherwise kept out of view from the street. No automobiles, campers, motor homes, trailers, boats or other vehicles are to be stored on streets or front and side yards, only on a temporary basis and provided they are in running condition and properly licensed.

4.3 **Garbage and Refuse Disposal.** The Property shall not be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Garbage and refuse shall be kept in sanitary containers designed for such. All garbage/refuse containers shall be kept in clean and sanitary condition and hidden from street view at all times, except on days where trash is scheduled for regular street pick up. No unsightly material or objects are to be stored on any of the Property in view of the general public. No Property or his assignees shall dump or put any garbage grass clippings, etc. on another Property.

4.4 **Horses: Other Livestock.** Horses and Livestock not permitted. City ordinances shall control any other animal Owners may consider keeping on the Property.

4.5 **Satellite Dishes, Other Structures.** Stand-alone satellite dishes, statues, fountains, and other similar items must be submitted for approval by the Committee. Small satellite dishes may be installed on homes for TV/Internet as long as they are installed in a manner to screen from street view.

4.6 **Construction Activities; Clean Up; Owner Liability; Cash Deposit.** Each Owner shall be fully responsible for clean up of all construction materials, debris, and refuse on the Property resulting from construction activities undertaken with respect to his/her lot. Furthermore, each Owner shall be liable for damages to curbs, gutters, drainage systems, and other common areas and to adjoining Lots resulting from his/her acts or the acts of his/her contractors and workmen in performing construction activities on his/her lot. Using an adjoining lot or curb and sidewalk for access to Owner lot is strictly prohibited.

4.7 **Severability.** Invalidation of any one of these covenants, conditions or restrictions by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

4.8 **No Recourse.** The protective covenants, conditions and restrictions set forth in this Declaration, together with the Committee, are established for the benefit of the development. Any damage, loss, claim or liability which might arise due to any decision, act, or failure to act of the committee or any of its members shall be exempt from any civil claim or action brought by any signatories of the Declaration, or by any person owning or having an interest in any lot or Property within the subdivision. The Committee and its members shall be held harmless from any such action or failure to act, and exempt from any civil claim or action resulting from any act or failure to act (whether intended or implied) while functioning as a member of the Committee or for decisions that they may render during the course of their service.

4.9 **Amendments to Covenants.** The protective covenants, conditions and restrictions set forth in the Declaration, may be amended by majority vote of lot Owners. Each Lot Owner is entitled to one vote. The title Owner at the time of voting to amend the CCR's is entitled to submit one vote for each lot owned (in-other-words, one Owner may submit multiple votes if the same Owner is a title Owner on multiple Lots). Any amendments should be submitted to the architectural committee for review; the architectural committee shall then reasonably organize and schedule voting to take place in a lawful manor. The architectural committee may as authorized by law execute and sign any amendment approved by lot Owner on behalf of each lot Owner to be recorded on County records.

4.10 **Limitations of Verbal Agreements.** No verbal statements by any person, developer, contractor, marketing agent, banker, lot Owner, or any other person associated with the development, marketing or sale of Lots in PIONEER HEIGHTS Subdivision Phase 1 shall be binding upon any person or entity. These written covenants and any written declarations of approvals or variances constitute the sole and final embodiment of any warranted, promises, or commitments where explicit or implied.

It is required that each, and every buyer of a Lot in the Pioneer Heights Subdivision Phase 2 read and understand these protective covenants and building restrictions, and they must sign this document and agree to abide by its provisions for the mutual benefit of all Lot Owners.

THIS SECTION INTENTIONALLY LEFT BLANK

Dated this _____ day of _____, 20____.

Michael Dubois
J4 Development

Michael Dubois
Michael Dubois, President

MDT, INC

Danny E Gutierrez, President

State or Utah)

) ss.

County of Utah)

This instrument was acknowledged before me this 2nd day of MARCH, 2022 by
Danny Gutierrez, President of MDT, INC, a Utah Corporation.



Lisa K. Nielsen
Notary Public

My commission expires: May 20, 2023

Residing at: Utah County