

M-22927

Covenants and building restriction of the Pinnacle Pointe Subdivision

ENT 33653
BK 5019 PG 432
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
1999 Mar 22 4:02 pm FEE 59.00 BY 55
RECORDED FOR MOUNTAIN WEST TITLE CO

KNOW ALL MEN BY THESE PRESENTS:

That PINNACLE POINTE LC is the owner of the following described property located in Cedar Hills, Utah, Utah County, State of Utah.

See the attached plot map which is made a part hereof by this reference.

It is the owner's desire to restrict the use to which the above described real property is put to use, and for this purpose execute these covenants and building restrictions.

That the real property covered by said covenants has been plotted and is designed and known as the PINNACLE POINTE SUBDIVISION, that a plat thereof was accepted by the Cedar Hills City Council, the Planning and Zoning Committee and the Mayor of Cedar Hills City and has been recorded in the office of the County Recorder of Utah County.

That PINNACLE POINTE LC, is the sole owner of all of the land located in said subdivision, except the portion thereof dedicated as public streets, sidewalks, curbs and gutters.

NOW THEREFORE, all of the lots shown of the subdivision plat of PINNACLE POINTE are held and shall be conveyed subject to the restriction and covenants hereinafter set forth and all persons and corporations who hereafter own or have any interest in any lots in said subdivision shall take and hold the same subject to the agreement and covenants with the other owners, their heirs, successors and assigns, to conform to and observe the same.

These Covenants and Building Restrictions shall be administered over by an ARCHITECTURAL CONTROL COMMITTEE, hereinafter known as A.C.C., and said A.C.C. shall be controlled by a majority vote of the members and/or the committee.

1.) SIGNS:

No commercial signs will be allowed longer than 4' x 4' and said signs must be placed on the lot which is being built on and only during the active construction of the property. No other signs will be allowed on or off this development site.

2.) DWELLING QUALITY AND SIZE:

- a.) All of the lots shown on said subdivision plat shall be used only for residential purposes. No dwelling shall be created, altered, placed or permitted to remain on any lot other than one (1) single family dwelling, not to exceed two stories in height (should Cedar Hills City permit same), in addition to a basement level, and private garage, for not less than 2 cars. Carports will not be allowed.

- b.) For a single story dwelling (rambler), the finished area above grade will be not less than 1750 sq. ft. exclusive of open porches and garages. All ramblers must have a minimum of a 6/12 pitch roof on all major roof lines, or as approved by A.C.C.
- c.) For a two (2) story dwelling, the finished area above grade on the main floor will not be less than 1450 sq. ft and the total above grade finished footage will be not less than 2800 sq. ft. (both floors, exclusive of open porches and garages, however oversized porches or garages might be considered for inclusion in finished square footage requirements subject to committee approval).
- d.) Four (4) level split entry (bi-level) homes will not be permitted in this subdivision unless approved by the A.C.C.
- e.) OTHER STYLES OF HOMES NOT PERMITTED: No modular homes, no round homes, no octagon homes, no prefab homes, no pre-built homes, no all wood homes, no steel homes, no concrete homes, or any other style of home of this nature shall be built or erected in this subdivision. No solar homes can be built unless approved by A.C.C.
- f.) Materials that are to be used in this subdivision on all homes, garages and other buildings:
 - 1.) All brick homes or
 - 2.) All brick and stucco homes or
 - 3.) All stucco homes or
 - 4.) All rock homes or
 - 5.) All rock and stucco homes
 - 6.) All other materials as would be appropriate and approved by the A.C.C. committee, for home of a quality nature.

*All Stucco must be of a high quality with synthetic final finish coating, with pop outs around windows and trims.

Any other materials would have to be approved by the A.C.C. committee. Aluminum for soffits and eaves will be allowed, and possibly for dormer windows and trims and dormer sidings if so approved by A.C.C.

- g.) All roofs must be built using a minimum of 25 years architectural grade shingle roofing, but emphases will be placed on the design of the home matching the roof type and design.
- h.) Unless otherwise approved in writing by the A.C.C., all construction must be completed within 12 months from first the ground is broken for the home site.
- i.) Landscaping must be completed within 12 months of obtaining a Certificate of Occupancy. Landscaping shall include at least two trees of a minimum of 2 inches in

diameter on all lot sides facing a road. Each home must have a functional lamppost with the style and location to be approved by the ACC.

SPECIFICATIONS:

To maintain a degree of protection to the investment, which homeowners in this area may make, homes of superior design are requisite, and must be approved by the A.C.C., in advance of the commencement of construction. Design shall be limited to those prepared by Architects licensed to practice in any U.S. jurisdiction or by designers of outstanding ability, whose previous work may be considered by A.C.C., as a part of the approval process.

- a.) Two (2) complete sets of plans and specifications together with proof of approval from governmental agencies involved for any and all proposed improvements, the erection or alteration of which is desired, and no structure or improvements of any kind shall be erected, altered placed or maintained upon any lot unless and until the final plans, elevations and specifications therefore have revealed such written approval as herein provided. Such plans shall include a PLOT PLAN showing the location on the lot of the buildings, walls, fences or other structures proposed to be constructed, altered, placed or maintained, together with the proposed construction materials, color schemes for roofs, brick, stucco etc.
- b.) THE COMMITTEE (A.C.C.) shall approve or disapprove plans specifications and details within 10 days from the receipt thereof. One (1) set of said plans and specifications and details with the approval or disapproval endorsed thereon, shall be returned to the persons submitting them and the other copy thereof shall be retained by A.C.C., for its permanent files.
- c.) THE COMMITTEE (A.C.C.) shall have the right to disapprove any plans, specifications or details submitted to it in the event the same are not in accordance with all of the provisions and themeing of these restrictions. Further, if the design or color scheme of the proposed building or structure is not in harmony with the general surroundings of such lot or with the adjacent building or structures, or 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 part of the property owners of the subdivision, then the committee shall have the right to disapprove said plans, specifications and/or details submitted to it. The decision of the committee (A.C.C.) shall be final, subject to a vote by 2/3rd vote of all the property owners, based on one vote per platted and recorded lot.
- d.) THE COMMITTEE (A.C.C.) 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, nor for any structural or other defects in any work done according to such plans and specifications.

- e.) THE COMMITTEE (A.C.C.) shall have the authority to set up regulations as to height, architectural plans and design, the size requirement for all dwellings and all other types of outbuildings and structures, including fences, walls, etc.
- f.) Easements for installation and maintenance of utilities are reserved as noted on the recorded plat. 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 and easements rights. The easement areas of each lot and 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.

*Lots #1 through #10 have an easement for the Jordan Aqueduct over the property, and in most cases, that easement runs parallel to the property lines. Said easement is approximately 50 feet wide across the rear portion of the property.

- g.) All lot set-backs, side yard and back yard set back shall conform to the City of Cedar Hills requirements.
- h.) 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 or lots, the construction materials, the roofs and exterior color schemes, any later changes or additions after initial approval has been given thereof and remodeling reconstruction, alterations thereto on any lot, shall be subject to and shall require the approval of A.C.C., in writing, before any work is commenced.
- i.) No two (2) exterior designs, of the same design, shape and size, shall be approved by the A.C.C., all houses must be of a different design.

3.) MAINTENANCE:

- a.) All builders are required to use a dumpster or trailer or equivalent receptacle in which to place all refuse. Said receptacle must be on site at the beginning of the framing process. If a refuse receptacle is not used, the builder will be assessed a \$300.00 clean up fee, and a maintenance charge lien may be placed on the property until said amount is paid or until all debris is cleaned up and is acceptable to the A.C.C..
- b.) 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 clean and sanitary condition.
- c.) All lots, whether improved or unimproved, must be kept free of rubbish, weeds, trash and all debris of any kind and must be maintained in such a manner as to not distract from the subdivision, as a whole. Sidewalks, parkways, curb and gutters must be kept clean, unobstructed and in good repair.

- d.) No contractor shall use someone else's lot to hold topsoil, or any gravel or building materials, without the express written consent of that lot owner.
- e.) No property owners, whereby the fence, entranceway or the street site, can alter, tear down or change that asset, in any degree, without the total consent of the lot owners, and the A.C.C.

4.) RESTRICTIVE USES:

- a.) No noxious or offensive activity shall be carried on and upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
- b.) No structure of a temporary character, trailer, basement, tent, shack, barn or other out buildings shall be used on any lot, at any time, as a residence either temporarily or permanently.
- c.) No animals, livestock or poultry of any kind shall be raised or kept on any lot, except for dogs, cats and other domesticated household pets may be kept provided that they are not kept or maintained for commercial purposes, and provided further that 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 20 feet from any neighboring dwelling. No pets may be kept in unreasonable number, and the A.C.C., may establish rules and restrictions from time to time concerning breeds, types and number of dogs and cats and all animals.
- d.) No automobiles, trucks, campers, trailers, 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 72 consecutive hours. The intent of this provision is to keep the roadway open to daily traffic, and to avoid the unsafe and unsightly conditions of vehicles parked on the street for long periods of time. The A.C.C., may enforce this provision by first giving notice to the owner of the violation, or when the owner is not readily available, by giving notice in the form of a written request placed on the vehicle in question and subsequently by causing that vehicle(s) or equipment parked on the street in violation of this provision, be towed away, at the owners expense. None of the above referenced vehicles or equipment may be kept or stored on any lot unless in a garage or parking stall (pad) behind the front edge of the residential structure, however commercial business equipment etc., are not allowed in this subdivision, only for the building of the homes.
- e.) No chain link fences will be allowed. All fencing material must be approved by the A.C.C. prior to installation except along Murdoch Canal.
- f.) No commercial business or activity of a permanent nature may be conducted within the subdivision, without the express written consent of the A.C.C.. The standard by which the Committee shall judge in connection with such request, shall be based in part on

avoidance of equipment traffic, avoidance of the generation of business traffic into the subdivision, the avoidance of equipment traffic and storage of equipment on the owner's lot, and the unobtrusive nature of the requested activity, via the other property owners.

- g.) No 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.
- h.) No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted on any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any lot.

5.) ENFORCEMENT RIGHTS:

If the parties hereto, or any of them, or their heirs or assigns shall violate or attempt to violate any of the Covenants herein, it shall be lawful for any person owning any real property in the subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such Covenants, to prevent him or them from so doing or to recover damage, attorney fees, costs of court or other dues for such violation.

6.) ARCHITECTURAL CONTROL COMMITTEE

The Architectural Control Committee shall consist of 3 members.

THE INITIAL COMMITTEE IS COMPOSED OF:

Pinnacle Pointe LC

Ken Hornberger

Zonda Perry

At such time when 75% of the lots have been sold, the lot owners shall meet elect a new committee to replace the initial committee

7.) GENERAL PROVISIONS:

- a.) Except as otherwise provided, this Declaration can be amended at any time by a written executive document, in recordable form, by not less than three fourths (3/4) of the property owners within the subdivision. As long as it does not adversely affect all property owners, as to value of added expense and costs of building their homes, then, it will take 100% of the present lot owners to ratify any changes.

- b.) These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them.
- c.) Enforcement shall be by proceeding of law or in equity against any person or persons violating or attempting to violate any covenants either in restrain violation or to recover damages.
- d.) Each lot owner is fully responsible to see that his contractor receives a copy of this document of building covenants and restrictions and to see to it that the contractor and subcontractor abide by them.
- e.) Each lot owner/home owner, along with the developer, must inspect the sidewalks, streets, fences, utility improvement, etc. prior to the actual closing of the long term loan on the lot or home to see if any damage occurred in the process of building the home. Any damages having occurred by the lot/home owner, their contractor or subcontractors, in the process of building the home, shall be repaired and paid for by the lot/home owner, the contractor and/or the subcontractors involved in the building of the home.
- f.) There is NO representation being made as to Cable Television in this subdivision. The cable company operates on their own schedule and will only come into the area when there are so many people per mile. (Call them).

IT IS REQUIRED THAT EACH AND EVERY LOT BUYER READ AND UNDERSTAND THESE COVENANTS AND BUILDING RESTRICTIONS OF "PINNACLE POINTE SUBDIVISION", AND THEY MUST SIGN THIS DOCUMENT SPECIFYING THAT THEY HAVE READ IT AND UNDERSTAND IT AND ACCEPT IT IN ITS ENTIRETY.

BUYER DATE

BUYER DATE

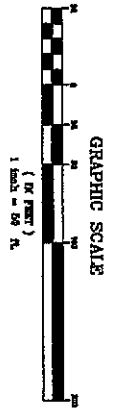
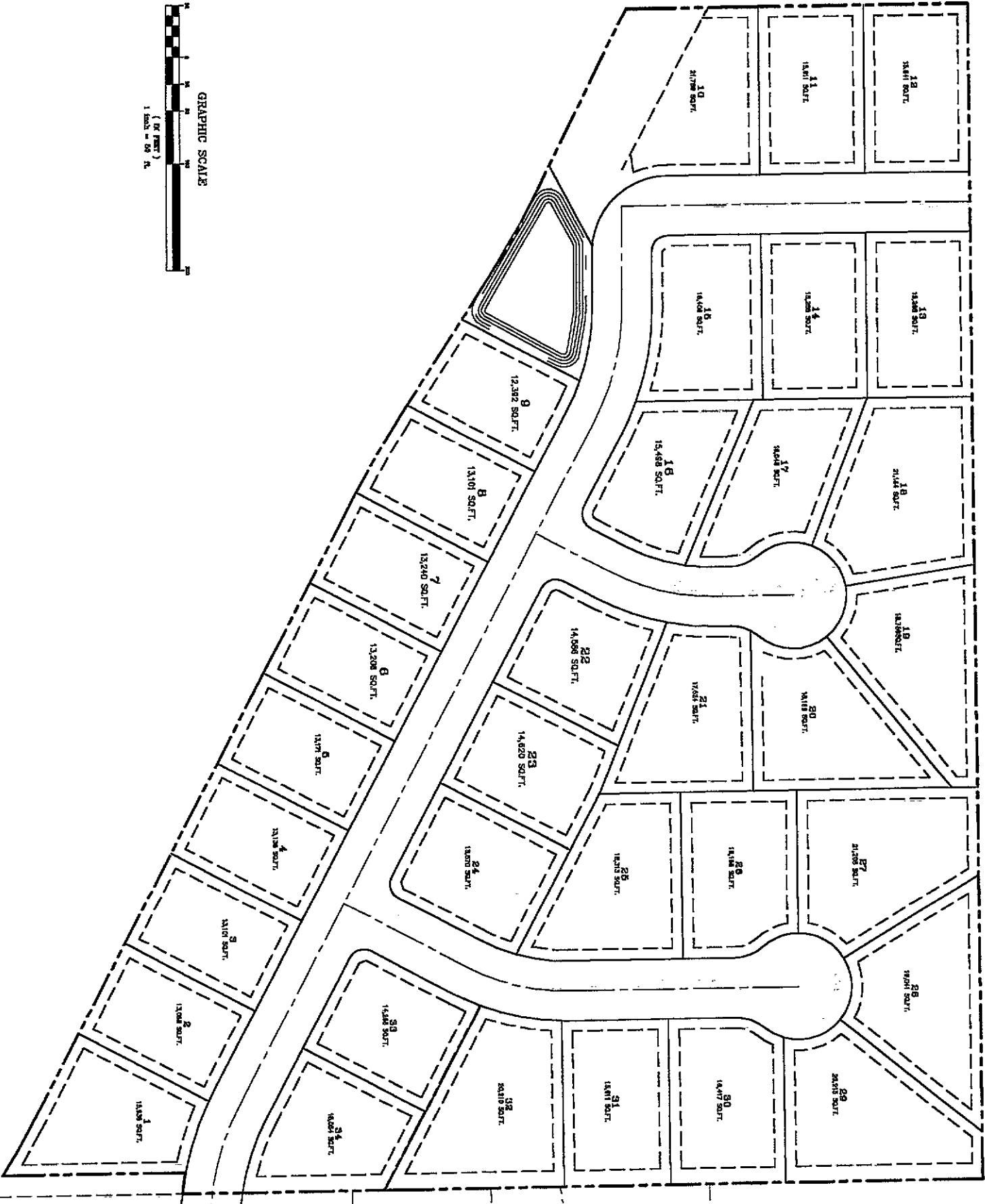
In witness thereof: The said Owner of the hereinafter described property, being duly authorized have caused his name to be hereunto subscribed on this _____ day of _____, 19 _____

As AGENT FOR SELLER DATE

Subscribed and sworn to me on this _____ day of _____, 19 _____

My commission expires _____ and I reside in _____ County, State of Utah.

PINNACLE POINTE



XI. ARBITRATION

11.1. **ARBITRATION:** Any controversy, claim or dosput arising out of or related to this Declaration of Covenants, Conditions, and Restrictions, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Furthermore, it is agreed by any and all parties to this Declaration of Covenants, Conditions, and Restrictions that any and all fees of the American Arbitration Association shall by paid, in advance, on a pro-rata basis by the parties to such arbitration, or at such time as specified by the American Arbitration Association.

In the event the Association becomes involved in any controversy, claim, or dispute, regardless of the cause, it shall attempt to avoid litigation by offering to settle through the use of binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

EXECUTED the day and year first above written.

PINNACLE POINT, L.C.,
A Utah Limited Liability Company

BY: John Lee Peterson
John Lee Peterson, Member

JoAnn Taylor
JoAnn Taylor, Member

STATE OF CALIFORNIA
COUNTY OF ORANGE

On the 19th day of MARCH, A.D. 1999, personally appeared before me, John Lee Peterson and JoAnn Taylor, who represented to me that they are the members of Pinnacle Point, L.C., a Utah Limited Liability Company, the signers of the above instrument, who duly acknowledged to me that they have authority to execute the within and foregoing instrument in behalf of said Limited Liability Company, and that said Limited Liability Company executed the same.

[Signature]
Notary Public

My Commission Expires: AUGUST 13, 1999

Residing in: ORANGE COUNTY, CALIF

