

108
/ 15

WHEN RECORDED, RETURN TO:

Evolve Building and Development
79 West 900 North, Suite C
Springville, Utah 84663



ENT 50153:2023 PG 1 of 15
ANDREA ALLEN
UTAH COUNTY RECORDER
2023 Aug 02 12:10 pm FEE 108.00 BY MC
RECORDED FOR HIGHLANDS AT ELK RIDGE LLC

**DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
HIGHLANDS AT ELK RIDGE PHASE 1**

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
HIGHLANDS AT ELK RIDGE PHASE 1**

RECITALS

THIS Declaration of Covenants, Conditions, and Restrictions for Highlands at Elk Ridge (hereinafter referred to as the "Declaration") is made as of the 2nd day of August, 2023 by Highlands at Elk Ridge, LLC, a Utah Limited Liability Corporation (hereinafter referred to as the "Declarant") in contemplation of the following facts and circumstances:

RECITALS:

- A. Declarant is the fee title owner of certain real property situated at Ama Fille Lane and Sunset Ave, Elk Ridge, Utah County, State of Utah, and which is more particularly described in **Exhibit A** attached hereto and incorporated herein by reference, upon which real property Declarant intends to develop a Subdivision (hereinafter referred to as the "Subdivision").
- B. Declarant intends to develop and convey all of the Lots contained in the Subdivision, subject to certain protective covenants, conditions, restrictions, reservations, easements, and equitable servitudes, all running with the title to said Lots, as hereinafter set forth. All stated protective covenants, conditions, restrictions, reservations, easements, and equitable servitudes shall apply to all lots within the real property listed in Exhibit A, including the Restricted Lots, except where inconsistent with protective covenants, conditions, restrictions, reservations, easements, equitable servitudes specifically stated to apply to the Restricted Lots.
- C. Any Lots distributed to Members of Highlands at Elk Ridge, LLC shall not be treated as a sale or other transfer and shall therefore not be subject to any timelines herein unless and until the lot is sold or transferred to a third party.
- D. Capitalized words and phrases used throughout this Declaration shall have the meanings ascribed to them in **Exhibit B** attached hereto and incorporated herein by reference, unless the context otherwise determines.

NOW, THEREFORE, Declarant hereby declares that all of the Subdivision described herein shall at all times be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied, and improved subject to the following limitations, restrictions, covenants and conditions, all of which are declared and agreed to be in furtherance of the plan for the Subdivision. Improvement and sale of Lots in the Subdivision are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Subdivision and every Lot or portion thereof, to prevent nuisances and to secure to each of the Lot Owners the full benefit and enjoyment of his home. The acceptance of any deed to or conveyance of any part or portion of the Subdivision by the grantees therein named or by their legal representatives, heirs, executors,

administrators, successors or assigns shall constitute each of their covenant and agreement with Declarant and with each other to accept, hold, improve, use and convey the property described and conveyed in or by such deed or conveyance subject to said restrictions, covenants and conditions as follows, to wit:

1. COVENANTS, CONDITIONS, AND RESTRICTIONS

1.1 BUILDING PERMIT REQUIRED. No grading, excavation, building, fence, wall, residence, or other structure or any alteration of any kind shall be commenced, erected, maintained, improved, altered, or made until the construction plans and specifications thereof, together with a topographical plan showing the location of all Improvements, which has been approved by the Architectural Control Committee, Municipal Fire District, Elk Ridge City, and Utah County shall be provided in accordance with Utah County Building permit requirements.

1.2 USE OF LOTS. All Lots within the Subdivision shall be used and improved solely for and devoted exclusively to the construction and occupancy of a single-family dwelling. Lots may also be used for the construction of such typical residential amenities as a swimming pool, tennis court, etc. So long as the owner of the dwelling is residing in the dwelling a portion of the dwelling may be rented pursuant to city and county code. No professional, business, commercial or other non-residential use shall be conducted on any Lot or residence or any portion thereof, nor shall any resident's use of any Lot or residence endanger the health or disturb the reasonable enjoyment of any other resident unless permitted by city code. Any structure within the subdivision is solely for the use as a single-family residence, except as allowed by Elk Ridge City Code and Requirement provisions regarding Accessory Buildings and Apartments.

1.3 COMPLETION REQUIRED BEFORE OCCUPANCY. No building within the Subdivision shall be occupied until and unless the owner of such building shall have completed the construction of such building in accordance with and compliance with all approved plans and specifications and a certificate of occupancy has been issued by Utah County.

1.4 LOCATION OF BUILDINGS. No building or structure shall be located closer than: (i) thirty (30) feet to the front lot line, nor (ii) thirty (30) feet to the rear lot line, nor (iii) twelve (12) feet to a side lot line. All aforesaid measurements shall be measured from the applicable lot line to such foundation, porch, or other extension of the building that is closest to such lot line. For the purpose of this covenant, eaves shall be considered as part of a building, provided, however, that this shall not be construed as to permit any portion of a building on a Lot to encroach upon another Lot. Decks and porches, whether open, covered, enclosed, or raised above the natural elevation, shall be considered a building or part thereof.

1.5 CONSTRUCTION TIME. The construction time for the exterior portion of any structure shall not exceed eighteen (18) months from the start of construction until completion. "Start of construction" shall commence the instant excavation work on the foundation is started. Failure to complete construction within the above time frame violates this Declaration. The Architectural Control Committee may bring a civil action against the party in violation as provided by law.

1.6 CONSTRUCTION MATERIALS AND METHODS. All construction shall be of new materials, except that reclaimed brick and/or stone may be permitted so long as it conforms with the building and subdivision ordinances of Utah County, in effect from time to time. No log homes or barndominiums shall be placed or erected on the Subdivision. No manufactured or prefab homes shall be placed or erected on the Subdivision. Construction shall at all times proceed in a manner as to not cause damage, harm or nuisance beyond annoyance or inconvenience to neighboring Lots or public street improvements or utilities. Construction materials and debris, including excavations and surplus dirt must be contained at all times and removed upon completion of construction. The construction site must be regulated by the Lot Owner and its contractors so as not to cause any erosion of native, undisturbed areas, whether on or outside of the Owner's Lot. Such debris and dirt shall not be permitted on any of the streets in the Subdivision.

1.7 RESTRICTION ON FURTHER SUBDIVISION, PROPERTY RESTRICTIONS AND REZONING. Lot sizes as described on the recorded plat of the Subdivision are considered minimum Lot sizes. No Lot shall be further subdivided or separated into smaller Lots by any Owner, and no easement, shall be conveyed or transferred by any Owner. No application for re-zoning of any Lot, and no applications for variances shall be filed with any governmental authority unless the proposed use otherwise complies with the provisions of the Declaration.

1.8 CONFIGURATION OF RESIDENTIAL DWELLINGS. No dwelling shall be permitted on any lot unless minimum standards for size and quality are met. The above ground finished area of the main structure, not including garages, porches, patios and steps will not be less than 2000 sq. ft. for a one story dwelling, nor less than 2700 sq. ft. for a two-story dwelling (minimum 1700 sq. ft. on main floor & 1000 sq. ft. on the upper floor). Other styles of dwellings not described above must be approved and have a minimum finished space above ground and quality equivalent to those described above. Four level splits, split entry, and bi-level homes are not permitted. Single rectangular shape homes or rooflines are not allowed. The front facade shall have a minimum of three (3) major reliefs of no less than 4 feet in depth and one (1) minor relief of no less than 2 feet in depth. All roof areas shall overhang the outside walls by no less than 12 inches, except where allowed by the express written consent of the Architectural Control Committee. The subdivision shall consist entirely of custom homes with materially different house plans and orientation and homes of superior design are requisite.

1.9 GARAGE. An attached garage shall be a minimum Three-car garage with a minimum of Two garage doors. Additional enclosed parking may be constructed as a detached outbuilding located behind the main residence.

1.10 ARCHITECTURAL CONTROL. No building, fence, wall or other structure shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to, or change or alteration therein, of any sort, whether structural, landscaping, cosmetic or otherwise, be made by an Owner until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Control Committee.

1.11 EXPOSED MECHANICAL UNITS. Exposed mechanical units, such as antennas, satellite receivers, air conditioning units, or any mechanical unit of every type located outside the structure shall be so located on the structure or on the Lot in a manner as to minimize the visibility and intrusiveness to other homeowners. In no event shall any of the foregoing be affixed to the front of the home or roof. Air conditioning units of any type shall not be installed on any part of the roof or in windows or through exterior walls. Any vents or pipes that penetrate the roof and are visible outside the structure shall be of like color as the shingle or other roof covering so as to minimize the visibility.

1.11.1 Solar panels shall be considered a mechanical unit and are permissible but shall be installed only on the roof and shall be of like color as the roof finish and be as low profile as possible.

1.12 EXTERIOR SURFACES AND FINISHES. The exterior walls will be made of such materials as brick, rock, stucco, timber accents and hardie products only, unless additional materials are approved. A minimum of 40% of the exterior wall surface will be made of brick, rock or compatible masonry as approved. No dwellings will be built with walls made entirely of stucco, unless an exception to the masonry rule is approved. An exception or partial exception to the 25% masonry rule may be granted if the overall design of the dwelling is of enough higher quality in the sole opinion of the Architectural Control Committee to justify it. Many home designs such as the Modern, Farmhouse "Ranch", Craftsman, French, or other designs may be built with less or no rock or brick if the plan is of exquisite design and looks appealing from the street, such determination shall be made in the exclusive opinion of the ACC. The dwelling exterior will be pleasing in appearance and design. Homes shall not be of the same exterior color and material finishes within the same cul-de-sac and homes on lots with frontage outside of a cul-de-sac shall not be of the same exterior color and material finishes unless located no less than 4 lots apart from each other without the approval of the ACC.

1.13 DILIGENCE IN BUILDING. When the erection of any residence or other structure has commenced, work thereon must be carried on diligently and completed within a reasonable length of time, not to exceed a period of eighteen (18) months.

1.14 LIVESTOCK AND PETS. No animals except household pets, dogs and/or cats shall be permitted. There will be no commercial dog kennels allowed. All owners of pets shall provide adequate fences, pens, or houses for such animals in order to keep them maintained safely and from straying onto other's property.. All animals and their habitation shall be maintained so as not to be a nuisance, in compliance with Elk Ridge City and Utah County ordinances.

1.15 TEMPORARY OR OTHER STRUCTURES. No structure of a temporary nature, and no trailer, bus, basement, outhouse, tent, garage, or other moveable building shall be used at any time as a residence, either temporary or permanently. No old or second-hand structures shall be moved onto any Lot, it being the intention hereof that all dwellings and other buildings to be erected anywhere within the Subdivision shall be new and constructed of good quality, workmanship and materials. No open sided carports or metal building carports are permitted. No storage containers shall be permitted to remain on any Lot for longer than 15 days. Lots shall not be used for storage

Declaration of Covenants, Conditions, and
Restrictions for Highlands at Elk Ridge Phase 1

purposes of any kind until an occupancy permit has been issued by Elk Ridge City and Utah County.

1.16 DETACHED ACCESSORY BUILDINGS. Any detached accessory building erected on the Lots shall conform in design and materials with the primary residential home on the Lot, unless otherwise approved in writing by the ACC, and in accordance with the guidelines otherwise found in this Declaration. Any design and construction of such accessory structures requires prior written approval by the ACC.

1.17 NUISANCES. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot, and no odors or loud noises shall be permitted to arise or emit therefrom, so as to render any such Lot or any portion thereof, or activity thereon, unsanitary, unsightly, offensive or detrimental to the owners of any other Lot in the vicinity thereof, or to the occupants of such other Lot. No other nuisance shall be permitted to exist or operate upon any Lot so as to be offensive or detrimental to any other Lot in the vicinity thereof or to its occupants. Normal construction activities and parking in connection with the building of improvements on a Lot shall not be considered a nuisance or otherwise prohibited by this Declaration. However, all Lots shall be kept in a neat and orderly condition during construction periods. Trash and debris shall not be permitted to accumulate. No unlawful use shall be made of the Subdivision or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

1.18 EASEMENTS AND DRIVEWAYS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. These easements shall in no way be interfered with, obstructed or otherwise encroached upon. Permanent driveway locations shall be selected at the beginning of construction. Only the permanent driveway locations may be used for access to the Owner's Lot from the roadway both during and after construction. It is not permissible for Lot Owners to have unimproved driveways. Front easement and drainage swale shall be landscaped and maintained to the edge of asphalt, either with grass, shrubs or rockscape by the Lot Owner no later than three (3) months after completion of construction.

1.19 LANDSCAPING. Landscaping in the front yard shall be substantially completed at the same time as the certificate of occupancy and fully completed within the first growing season during or after the date of the certificate of occupancy if issued prior to September 1 (growing season shall be defined as April 1 thru October 31). Front yard shall be defined as the yard extending across the full width of the lot between the front lot line and the front wall plane of the dwelling. Remaining landscaping shall be substantially completed within twelve (12) months after the certificate of occupancy of any home upon a Lot. Such landscaping shall include but shall not be limited to the preparation for the planting of lawn grass or other appropriate ground cover as approved by ACC, shrubbery, gardens, and planting in the front yard of at least three (3) trees. Trees shall be of a type that when mature shall be less than 40 feet in height. Cottonwood, poplar, and Chinese elm tree species are prohibited. Trees when planted shall be at least 2 inch caliper. Trees, lawns, shrubs, or other plantings placed on each Lot shall be properly nurtured and maintained. Landscaping shall include not less than 40% grass in landscape area. Prior to the commencement of such landscaping the Lot owner must submit to the ACC all proposed

Declaration of Covenants, Conditions, and
Restrictions for Highlands at Elk Ridge Phase 1

landscaping plans showing in sufficient detail the proposed landscaping to be completed and receive written approval of the same. Should any Lot Owner fail to comply with the provisions of this section, the Architectural Control Committee shall have the right to seek an order from a court of proper jurisdiction requiring specific performance to comply with the provisions hereof, and shall also have the authority, but without any obligation, to complete the landscaping and require the Lot Owner to pay a reasonable amount for such completion. All attorney's fees and costs incurred in any such action and all expenses incurred in connection with such completion shall constitute a lien on such Lot Owner's Lot, and shall also be a personal obligation of said Owner, enforceable by law, until paid in full of same.

1.20 FENCING. Lot Owner will install fencing in the back and sides of each Lot. Fencing in the front yard is not allowed. Rear fencing should enhance the open space. Vinyl fences are not allowed. Barbwire fences are not allowed. Wire fencing, (i.e. chain link, chicken wire, field fence, plastic mesh, tee post) are not allowed. All fencing used around the perimeter of the Lot must be permanent in nature and meant to enhance the beauty of the Subdivision. Fencing design and a list of materials must be submitted and approved in writing by the Architectural Control Committee

1.21 MAINTENANCE OF LOTS. All Lots, whether improved or unimproved, shall be kept free of trash, weeds, rubbish and other refuse, including but not limited to bushes, weeds, household trash, vehicles, agricultural equipment, or parts thereof which are or have been in a state of disrepair or unassembled on any Lot in view of the public. It is hereby agreed that in the event of default, Declarant hereby reserves the right, without obligation, to enter or contract to remove such rubbish and do all other things necessary to maintain the Lot in a neat and orderly condition. All attorney's fees and cost incurred in any such action and all expenses incurred in connection with such completion shall constitute a lien on the Owner's Lot, and shall also be a personal obligation of said Owner, enforceable by law, until payment in full of same.

1.22 PARKING OR STORAGE OF VEHICLES. No articles, material, equipment, boats, trailers, campers, RV's or vehicles of any nature shall be stored on any street or driveway located within the Subdivision and when parked for more than 24 hours must be parked behind a gated fence that sits even or behind the front foundation of the home. Licensed, regularly used passenger vehicles including visitor vehicles may be parked in the street of the Subdivision for brief periods of time (i.e. less than twenty-four hours). Overnight parking of licensed vehicles is restricted to the driveway of the vehicle owner's residence. Unlicensed vehicles must be screened from view and are subject to Utah County ordinances. No inoperative automobile or parts of automobiles shall be placed in view from the street or remain outside on any lot or adjacent street for more than seven days. No commercial type vehicles or trucks over 12,000 GVW shall be parked or stored in front yard setback of any lot, within the side yard building setback, on the street of a corner lot, or on the street except while engaged in the transportation or construction. No mobile homes, trucks over 1 ton capacity, buses, tractors or commercial equipment of any kind shall be parked or stored within the front street or corner street of any dwelling. Sufficient side yard may have been provided on most lots to permit ingress, egress and storage for trailers, motor homes, campers and boats on the side and rear yard of lots. Parking these types of vehicles in front yards or corner-street detracts from the appearance of the neighborhood.

1.23 GARBAGE AND REFUSE DISPOSAL. No Lot may be used or maintained as a dumping ground for rubbish, trash, garbage, dirt, soil, compost, construction materials, or other waste, and such materials shall not be kept on any Lot except in covered containers. All trash containers shall be covered and kept screened from view from the street in suitable enclosed areas, except during public trash collection. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. The burning of rubbish, leaves, or trash anywhere within the Subdivision is prohibited. Each Lot and its abutting street are to be kept free of trash, weeds, and other refuse by the Lot Owner. No unsightly material or objects are to be stored on any Lot in view of the general public.

1.24 SIGNS. No signs, billboards posters, displays, or other advertising devices of any character shall be erected or maintained on, or shown or displayed to the public view on any Lot, except that not more than one (1) "For Sale" sign, not to exceed fifteen 15 square feet, may be temporarily placed on a Lot by the Owner or a licensed real estate agent. This section shall not apply to any sign used by Declarant or its agents in connection with the original development and sale of the Lots. Any other signs shall be only posted or displayed temporarily and for a short term designated purpose.

1.25 OIL, MINERALS, AND RESOURCES. At no time shall there be any type of mining or oil exploration or extraction of any other mineral, gravel product or other products anywhere on the Subdivision.

1.26 POWER AND TELEPHONE LINES. All power and telephone lines must be placed underground from each residence or other structure to the nearest transformer, pole or vault. No Owner shall place or permit to existing any suspended overhead power or telephone lines of any kind.

1.27 FIRE SUPPRESSION. Every Lot Owner shall comply with all local and Utah County Fire District rules and regulations for internal sprinkler systems, governed by the National Fire Protection Association (NFPA).

1.28 HOUSE NUMBERS. Each Lot shall have a minimum 6-inch, lighted or reflective house number displayed to be visible from the street. This is required to facilitate any emergency vehicle's ability to quickly locate individual Lot addresses. It is the Lot Owner's responsibility to make sure that this house number is not obstructed from view of the street.

2. MAINTENANCE

2.1. PURPOSE OF MAINTENANCE. In order to create, maintain and improve the Subdivision as a pleasant and desirable environment, to establish and preserve a harmonious design for the community, and to protect and promote the value of the Subdivision, each Owner covenants and agrees to maintain its Lot in accordance with the terms of this Declaration.

2.2. MAINTENANCE OF DRAINAGE FACILITIES. Each Lot Owner has a responsibility to ensure the continuous and uninterrupted flow of storm water within the drainage swales located

on each side of the roadway, along certain side yard property lines and within certain areas of the "open space" as indicated on the Plat Map. The Lot Owner shall be responsible for any damage suffered by any other Lot or adjacent property Owners which was caused by any alteration of drainage facilities within the Subdivision.

2.3. MAINTENANCE OF FRONT YARD PUBLIC UTILITY EASEMENT. Each Owner shall be responsible to maintain the area of the Public Utility Easement within and along the Owner's Lot. Such maintenance shall include maintaining a reasonable smooth grade and clearing of debris.

2.4. REPAIR OF IMPROVEMENTS. No Improvements on any Lot shall be permitted to fall into disrepair. Such Improvements shall at all times be kept in good condition and repair and adequately painted or otherwise finished. In the event any building or structure is damaged or destroyed, such building or structure shall be repaired or rebuilt or shall be demolished at the sole expense of the Owner of such Lot, within a reasonable amount of time.

2.5. IMPROPER MAINTENANCE. Each Lot within the Subdivision shall be maintained by its Owner without regard to whether or not any Improvements have been constructed thereon by said Owner. In the event that: (a) any park strip of Lot that is not maintained or repaired as set forth herein, (b) any portion of any Lot is so maintained as to present a public or private nuisance or as to substantially detract from the appearance or quality of the surrounding Lots; or (c) any portion of a Lot is being used in a manner which violates this Declaration, then the Architectural Control Committee may bring a civil action against the party in violation as provided by law.

3. EASEMENTS

3.1. DRAINAGE AND PUBLIC UTILITY EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities and other uses are reserved as shown on the Plat Maps. Within these easements no structure (permanent or temporary), 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 or easements. The easement area of each of the Lots and all Improvements in such easement area shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

3.2. DRAINAGE EASEMENTS. No Owner of a Lot shall interfere with the established points at which drainage easements enter and leave the Lot, nor the established course of such drainage easements through the Lot.

3.3. TREE OBSTRUCTIONS. Tree planting requirements and restrictions are set forth in Section 1.18 but trees may not be planted within the Front Yard Utility Easement or any other easement

3.4. RESERVATION OF EASEMENTS. Declarant further expressly reserves for itself, its agents and employees, easements of access, ingress and egress over the Lots for the purpose of

maintaining, repairing and installing water and other utility lines, drainage structures, sewer pipelines and laterals if necessary, in accordance with the provisions of this Declaration, and as otherwise provided by law.

4. DECLARANT'S EXEMPTION

Nothing contained in the Declaration shall be construed to prevent the erection or maintenance by Declarant or its duly authorized agents of temporary structures, trailers, improvements or signs necessary or convenient for the development, marketing or sale of Lots within the Subdivision.

5. EACH OWNER BOUND BY THE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF THIS DECLARATION.

Each Owner, by their acceptance of a deed to a Lot, is deemed to have read and agreed to be bound by the terms and conditions of this Declaration.

6. MISCELLANEOUS

6.1. DECLARATION TO RUN WITH LAND. Declarant, for itself, its successors and assigns, hereby declares that all of the Subdivision shall be held, used and occupied subject to the provisions of this Declaration, and to the covenants and restrictions contained herein, and that the provisions hereof shall run with the land and be binding upon all persons who hereafter become the Owner of any interest in a Lot in the Subdivision.

6.2. AMENDMENTS. This Declaration may be amended by recording in the Utah County records a Certificate of Amendment duly signed and acknowledged. During the Developmental Phase (as defined in Exhibit B), this Declaration may be modified, amended or repealed in whole or in part at any time and from time to time by Declarant or its successor or permitted assign. Upon completion of the Development Phase, the covenants and restrictions contained herein may be amended by a recorded instrument signed by no less than seventy-five (75%) of the Owners of record (based upon one vote per Lot). No amendments after the completion of the Development Phase shall be made until a thirty (30) day written notice of any such proposed amendment has been sent to every Lot Owner within the Subdivision.

6.3. NOTICES. Any notice required under the provisions of this Declaration to be sent to any Lot Owner shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of such Owner.

6.4. TERM; METHOD OF TERMINATION. This Declaration shall be effective upon the date of recordation hereof and, as amended from time to time, shall continue in full force and effect for a term of thirty (30) years from the date of recordation. From and after said date, this Declaration, as amended, shall be automatically extended for successive periods of ten (10) years each, unless there is an affirmative vote to terminate this Declaration by the then Owners (based upon one vote per Lot) casting seventy-five (75%) of the total votes cast at an election held for such purpose, within six (6) months prior to the expiration of the initial effective period hereof or any ten (10) year extension thereof. This Declaration may be terminated at any time after the initial 30 years if Declaration of Covenants, Conditions, and Restrictions for Highlands at Elk Ridge Phase 1

at least ninety percent (90%) of the votes cast by all Owners shall be cast in favor of termination at an election duly held for such purpose. No vote to terminate this Declaration shall be effective unless and until the written consent to such termination has been obtained, within a period of six (6) months prior to such vote, to six (6) months after such vote, from the Owners of record of seventy-five (75%) of the Lots.

6.5. SEVERABILITY. Any determination by any court of competent jurisdiction that any provision of this Declaration is invalid or unenforceable shall not affect the validity or enforceability or any of the other provisions hereof.

6.6. VIOLATION CONSTITUTES NUISANCE. Every act or omission whereby any restriction, covenant or condition set forth herein is violated in whole or in part, is declared to be and shall constitute a nuisance, and may be abated by appropriate legal action by Declarant or any Owner or Owners from time to time of any Lot or portion of the Subdivision. Remedies hereunder shall be deemed cumulative and not exclusive.

6.7. ENFORCEMENT. Each and every of the restrictions, covenants and conditions contained in this Declaration is and are for the benefit of Declarant, and of the Owner or Owners from time to time of any Lot, part or portion of the Subdivision. Each such restriction, covenant and condition shall inure to the benefit of and pass with each and every Lot, part or portion of the Subdivision and shall apply to and be binding upon each and every successor in interest. Said restrictions, covenants and conditions are and shall be deemed covenants of equitable servitude, and the actual or threatened breach thereof, or the continuance of any such breach, may be enjoined, abated or remedied by appropriate proceedings at law or in equity by Declarant or the Owner or Owners from time to time of any Lot, part or portion of the Subdivision shall be bounded and obligated by the said restrictions, covenants and conditions, whether such ownership is obtained by foreclosure, at a trustee's sale, or otherwise.

6.8. BINDING EFFECT; NO WAIVER. The provisions contained in this Declaration shall bind and insure to the benefit of and be enforceable by Declarant, its legal representatives, heirs, successors and assigns, and failure by Declarant to enforce any of said restrictions, covenants or conditions shall in no event be deemed a waiver of the right to do so thereafter.

6.9. ARCHITECTURAL CONTROL. Dane Kimber, Wendy Kimber, and Evolve Real Estate Management, LLC shall act as the Architectural Control Committee as set forth in these covenants. Prior to the commencement of any excavation, construction, remodeling of any structure, or of any addition to any structure, there shall first be filed with the Architectural Control Committee the following:

- (a) Site plan to scale showing all existing features and proposed development. Site plan shall include the entire square footage of residential use and landscaping and the total concept for the Lot including residence, garages, and outbuildings; and
- (b) Two (2) complete sets of building floor plans to scale prepared by an architect or professional draftsman, showing elevations of any and all structures and a

description of all exterior materials and colors with samples. No work shall commence unless and until the Architectural Control Committee shall endorse on one set of such plans its written approval that such plans are in compliance with the covenants herein set forth and with the standards herein or hereafter established by said Committee pursuant hereto. Said Committee shall have the right to refuse to approve any such plans and specifications and shall have the right, in so doing, to take into consideration the suitability of the proposed building, the materials of which it is to be built, the site upon which it is proposed to be erected, the harmony thereof with the surroundings, and the effect of said building or other structure so planned on the outlook from adjacent or neighboring property. The second set of such plans shall be filed as a permanent record with the Architectural Control Committee. In the event the Committee fails to approve or disapprove in writing any such plans within sixty (60) days after the submission thereof to the Committee, then approval shall be deemed to have been given.

Declarant shall have the right to appoint members to the Architectural Control Committee until such time as title to more than ninety percent (90%) of all of the lots in the Subdivision have been transferred by Declarant and more than fifty percent (50%) of all of the lots in the Subdivision have plans approved by the Architectural Control Committee, after which the Owners of a majority of Lots or a majority of the Subdivision subject to these covenants shall elect and appoint members of the Architectural Control Committee which Committee shall thereafter be vested with the powers described herein and shall have jurisdiction over all of the property subject to those restrictions, covenants and conditions.

6.10. ACCEPTANCE OF RESTRICTIONS. All purchasers who accept contracts or deeds for any Lot or Lots, Restricted Lot or Lots, or any portion thereof shall thereby be deemed conclusively to have consented and agreed to all restrictions, conditions and covenants set forth in this Declaration.

6.11. ASSIGNMENT OF POWERS. Any and all rights and power of Declarant herein contained may be delegated, transferred or assigned. Wherever the term "Declarant" is used herein, it includes Declarant and its permitted successors and assigns.

6.12. ADDITIONAL PROPERTY. Notwithstanding any other provisions of this Declaration, Declarant shall have the right to unilaterally provide for the amendment of this Declaration for the purpose of causing additional property to become subject to the terms and conditions hereof. Such right shall be exercised in the sole and absolute discretion of Declarant and may be exercised on one or more occasions. The right herein reserved shall be exercised without the requirement of any vote of consent of any Owner, by the recording of an amendment to this Declaration, executed by Declarant (and the fee owner of the real property to be annexed hereto, if other than Declarant), which shall provide a legal description of the real property to be annexed, a statement that such additional property shall thereby be made subject to the terms and conditions hereof, and such other matters as Declarant shall determine to be necessary, provided, however, that no such unilateral amendment shall materially impair the right of any existing Owner of a Lot in the Subdivision.

Declaration of Covenants, Conditions, and
Restrictions for Highlands at Elk Ridge Phase 1

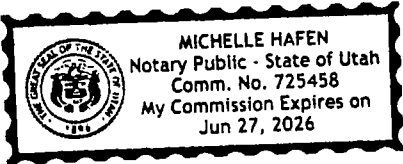
6.13. GENERAL RESERVATIONS. Declarant reserves the right to grant, convey, sell, establish, amend, release and otherwise deal with easements, reservations, exceptions and exclusions which do not materially interfere with the best interests of Owners including, but not limited to, access and utility easements, road easements, pedestrian and equestrian easements, pedestrian and hiking trails and easements, mountain bike easements and drainage easements.

IN WITNESS WHEREOF, Highlands at Elk Ridge, LLC has executed this Declaration this 2nd day of August, 2023.

Highlands at Elk Ridge, LLC
By: Wesley Zufelt
Its: Manager - Wesley Zufelt

STATE OF UTAH)
County of Utah) ss:

The foregoing instrument was acknowledged before me this 2nd day of August, 2023 by Wesley Zufelt, who is the Manager of Highlands at Elk Ridge, LLC, a Utah Limited Liability Corporation organized under the laws of the State of Utah, who acknowledged to me that the foregoing instrument was signed by him in behalf of said company.



Michelle Hafen

My commission Expires: 6/27/26

Notary Public

Residing at: Elk Ridge, UT

Declaration of Covenants, Conditions, and Restrictions for Highlands at Elk Ridge Phase 1

EXHIBIT A
(LEGAL DESCRIPTION)

All of Highlands at Elk Ridge Phase 1, according to the official Plat thereof on file with the Utah County Recorder.

BOUNDARY DESCRIPTION:

BEGINNING AT THE EAST $\frac{1}{4}$ CORNER OF SECTION 23, TOWNSHIP 9 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE S89°29'52"W 958.89 FEET ALONG THE NORTH BOUNDARY OF LONGVIEW MEADOW SUBDIVISION; THENCE N00°26'11"E 240.87 FEET; THENCE N66°33'10"E 126.72 FEET; THENCE S88°58'07"E 220.04 FEET; THENCE N85°36'43"E 252.56 FEET; THENCE N33°09'58"E 650.31 FEET; THENCE NORTHEASTERLY 168.03 FEET ALONG THE ARC OF A 383.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH THE CENTRAL ANGLE 25°08'12", THE CHORD BEARS N45°44'04"E 166.68 FEET; THENCE N58°18'10"E 36.29 FEET; THENCE NORTHEASTERLY 28.07 FEET ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE LEFT THROUGH THE CENTRAL ANGLE 107°12'45", THE CHORD BEARS N04°41'47"E 24.15 FEET; THENCE N52°00'15"E 57.03 FEET; THENCE N48°54'35"W 51.69 FEET; THENCE N33°02'53"E 207.91 FEET; THENCE N50°55'29"W 102.38 FEET; THENCE N46°40'01"W 276.55 FEET; THENCE ALONG THE SOUTH BOUNDARY OF PREMIER POINT PHASE 3 SUBDIVISION THE FOLLOWING 3 COURSES TO WIT: (1) S89°53'12"E 493.04 FEET, (2) N29°21'11"W 9.79 FEET, (3) N89°42'27"E 23.12 FEET; THENCE S29°45'31"E 288.74 FEET; THENCE S21°47'03"E 289.55 FEET; THENCE S19°42'41"E 40.66 FEET; THENCE S20°00'19"E 10.00 FEET; THENCE S16°01'53"E 125.15 FEET; THENCE WEST 231.37 FEET; THENCE S22°55'01"E 56.74 FEET; THENCE S21°58'54"E 111.04 FEET; THENCE S18°23'12"E 116.95 FEET; THENCE S11°56'07"E 120.68 FEET; THENCE S07°06'02"E 223.44 FEET; THENCE S01°33'49"E 204.90 FEET; THENCE S89°16'25"W 719.01 FEET TO THE POINT OF BEGINNING.
CONTAINS 29.73 ACRES

**Declaration of Covenants, Conditions, and
Restrictions for Highlands at Elk Ridge Phase 1**

EXHIBIT B

Definitions

“Architectural Control Committee” The following individuals are permanent members of the architectural review committee: Dane Kimber, Wendy Kimber, and Evolve Real Estate Management, LLC. Only those individuals or a designated replacement unanimously approved by the remaining members of the Architectural Control Committee shall serve on this Committee.

“Development Phase” shall mean the time from the date of the recording of the Plat of Subdivision until such time as Declarant transfers legal title to more than ninety percent (90%) of the number of Lots in the Subdivision to bona fide purchasers and more than fifty percent (50%) of the number of Lots have submitted plans approved by the Architectural Control Committee.

“Declarant” shall mean and refer to Highlands at Elk Ridge, LLC., a Utah Limited Liability Corporation, its successors and assigns.

“Declaration” shall mean this instrument as it may be amended from time to time.

“Improvement” shall mean all structures and appurtenances thereto of every type and kind, including but not limited to buildings, outbuildings, walkways, sprinklers pipes, carports, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, landscaping, hedges, windbreaks, planting, planted trees and shrubs, poles, signs, exterior fixtures or equipment.

“Lot” shall mean any area of real property within the Subdivision designated as a Lot on any subdivision plat caused to be recorded by Declarant or its successor in interest.

“Restricted Lot” shall mean any Lot designated as restricted with different and/or additional protective covenants, conditions, restrictions, reservations, easements, and equitable servitudes.

“Owner” shall (when so capitalized) mean the record holder of legal title to the fee simple interest in any Lot. If there is more than one owner of record of legal title to a Lot then notice to any one of such owners of record shall be deemed notice to all owners of record of that Lot.

“Plat Map” shall mean and refer to that plat of “Highlands at Elk Ridge Phase 1 Subdivision”, which will be recorded in the official records of the Utah County Recorder concurrently with the recordation hereof.

“Public Utility Easement” shall mean any easement as shown on the Plat Map of the Subdivision.

“screened from view” shall mean the use of privacy fence or locating items in the back /rear half of the Lot. The use of the term “screened from view” shall be interpreted in all cases to enhance the aesthetics of the Subdivision. Any vehicles, trailers, containers, equipment, tools, boats, motor homes, snowmobiles, racks, rubbish should be screened from view as defined above.

“Subdivision” shall mean Highlands at Elk Ridge Phase 1, which parcel will be subdivided into lots as shown on the Plat Maps.

Declaration of Covenants, Conditions, and
Restrictions for Highlands at Elk Ridge Phase 1