

After recordation, return to:

Georgetown Development, Inc.  
CottonTree Square, Bldg. 7G  
2230 No. at University Parkway  
Provo, UT 84604

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RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
1998 Jul 10 8:45 am FEE 32.00 BY SS  
RECORDED FOR GEORGETOWN DEVELOPMENT INC

**DECLARATION OF PROTECTIVE EASEMENTS,  
COVENANTS, CONDITIONS AND RESTRICTIONS**

**GREENRIDGE PARK**

**(An Expandable Planned Residential Development)**

**Payson, Utah County, Utah**

**THIS DECLARATION** (the "Declaration") is made this 18<sup>th</sup> day of June 1998 by **GEORGETOWN DEVELOPMENT, INC.**, a Utah corporation ("Declarant"), in its capacity as the owner and developer of Greenridge Park, an expandable planned residential development, in Payson, Utah.

A. The purpose of this instrument is to provide for the preservation of the values of Lots and residential improvements thereon within Greenridge Park, an expandable planned residential development in Payson, Utah (the "Development").

B. From and after the effective date hereof: (a) Each part of the Development and each Lot lying within the boundaries of the Development shall constitute but constituent parts of a single planned residential development; (b) The Development shall consist of **Plat "A", Greenridge Park (A Planned Residential Development), City of Payson, Utah County, Utah**, and filed for record concurrently herewith in the office of the Utah County Recorder, Provo, Utah, as the same may thereafter be amended, together with any subsequent plats which may be filed for record pursuant to the provisions hereof relating to annexation or expansion of the Development (collectively herein the "Plat"); and (c) The Declaration for the Development shall consist of this document as the same may be modified, amended, supplemented, or expanded in accordance with the provisions hereof.

**NOW, THEREFORE**, Declarant hereby declares that all of the property described below (sometimes herein referred to as "lands", "lots", "Plat", "Development" or "property") shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied, and improved, subject to the following covenants, conditions, easements, reservations and restrictions, all of which are declared and agreed to be in furtherance of the plan for the subdivision, improvement, and sale of the property and are established and agreed upon for the purpose of enhancing and protecting the value, desirability, and attractiveness of the property and every part thereof. All of the provisions of this Declaration will be deemed to be covenants or equitable servitudes, as the case may be, running with the land and shall be binding upon all parties having or acquiring any right, title or interest in the described lands or any part thereof.

**ARTICLE I - PROPERTY**

1.1 **Submission.** The property which initially is and shall be held, transferred, sold, conveyed, and occupied subject to the provisions of this Declaration consists of the following described real property in the City of Payson, Utah County, State of Utah:

Beginning at a point which is located North <sup>1282.51</sup> ~~1285.56~~ feet and North ~~584.28~~ <sup>585.14</sup> feet from the North Southwest corner of Section 16, Township 9 South, Range 2 East, Salt Lake Base & Meridian; thence as follows: North 35°05'55" West 231.51 feet along an arc L=127.15 (R=200.00 D=36°25'35" CH: North 16°53'08" West 125.02 feet); thence North 01°19'40" East 17.21 feet; thence South 89°05'11" East 774.57 feet; thence South 175.00 feet; thence South 30°28'18" East 238.97 feet; thence South 59°31'43" West 148.22 feet; thence North 26°26'50" West 112.91 feet along an arc L=138.05 feet (R=400.00 D=19°46'27" CH: North 16°33'37" West 137.37 feet); thence North 06°40'23" West 74.30 feet along an arc L=145.43 (R=100.00 D=83°19'37" CH: North 48°20'12" West 132.95 feet); thence West 396.66 feet; thence South 35°05'55" East 203.99 feet; thence South 54°54'05" West 149.25 feet to the point of beginning. Containing 3.20 acres.

**TOGETHER WITH** all easements, rights-of-way, and other appurtenances and rights incident to, appurtenant to, or accompanying the above-described parcel of real property, whether or not the same are reflected on the Plat of the Development.

**RESERVING UNTO DECLARANT**, however, such easements and rights of ingress and egress over, across, through, and under the said property and any improvements (excluding residences) now or hereafter constructed thereon as may be reasonably necessary for Declarant (in a manner which is reasonable and not inconsistent with the provisions of this Declaration) to construct and complete each and all of the other improvements described in the Plat recorded concurrently herewith, and to do all things reasonably necessary or proper in connection therewith; to construct and complete on the Additional Land (as hereinafter described) or any portion thereof such improvements as Declarant shall determine to build in its sole discretion (and whether or not the Additional Land or any portion thereof has been or hereafter will be added to the Development); and to improve portions of the said property with such other or additional improvements or landscaping designed for the use and enjoyment of lot owners as Declarant may reasonably determine to be appropriate. If, pursuant to the foregoing reservations, the said property or any improvement thereon is traversed or partially occupied by a permanent improvement or utility line, a perpetual easement for such improvement or utility line shall exist. With the exception of such perpetual easements, the reservations hereby effected shall, unless sooner terminated in accordance with their terms, expire 10 years after the date on which this Declaration is filed for record in the office of the County Recorder of Utah County, Utah.

1.2 **Division into Lots.** The Development is hereby divided into six lots, as numbered, set forth and described on the Plat.

1.3 **Servient Use Easements.** Certain lots in the Development are subject to the reservation of a Servient Use Easement ("SUE") in favor of an adjacent lot with which it shares common side yard boundaries. All SUEs are set forth and described in the Plat and are shown on the lots upon which they exist. To the extent a lot is burdened by a SUE in favor of an adjacent lot such burdened lot is referred

to herein as a "servient estate". To the extent a lot is benefitted by a SUE in its favor from an adjacent servient estate, such benefitted lot is referred to herein as a "dominant estate". The following provisions shall apply with respect to SUEs and the lots in the Development:

(a) The SUE serving each dominant estate shall be for the sole and exclusive use and benefit of such dominant estate for drainage or landscaping but not for permanent structures requiring a building permit.

(b) Each SUE shall be fenced and the wall of the residence structure located on the servient estate shall be constructed on the SUE line and shall comprise a part of said fence. Fences from either end of such wall shall not be constructed higher than allowed by the ordinances of Payson City.

(c) The owner of the servient estate shall have the right at all reasonable times to enter upon the SUE for purposes of maintenance and repair of the servient estate, including the fence; provided that such entry for such purposes shall not exceed a reasonable cumulative period of thirty (30) days per calendar year; and provided further that any landscaping, shrubbery or planting in the SUE which is removed or damaged by the owner of the servient estate shall be repaired or replaced at the expense of the owner of the servient estate causing the damage.

(d) The owner of the servient estate shall have the right of drainage over, across and upon the SUE for water drainage from any structure located upon the servient estate and the right to maintain eaves and appurtenances thereto, together with that portion of a residence structure adjacent to or forming a part of the fence.

(e) The owner of the servient estate shall not alter the wall of the residence structure located along the SUE and forming a part of the fence by placing windows or other openings therein which are hereby permanently prohibited. Change of surface texture, materials or color of such structure forming a part of the fence (or of the remainder of the fence) from that of original construction shall be subject to approval of the Architectural Control Committee.

(f) The owner of the dominant estate shall not attach any object to the fence or to any structure belonging to the servient estate or disturb the grade of the SUE or otherwise act with respect to the SUE in any manner which would damage the servient estate.

(g) Any damage caused by the owner of the dominant estate to the servient estate or to structures located thereon or forming part of the fence shall be repaired and restored to its or their former state by and at the expense of the owner of the dominant estate.

(h) All SUEs are perpetual in nature, are not conditional and shall not be extinguishable or alterable in any manner by unilateral or joint action of owners of the servient or dominant estates.

**1.4 Annexation by Declarant.** Declarant may, from time to time, expand the Development subject to this Declaration by the annexation of all or part of the lands described in **Exhibit A** hereto (the "Additional Land"). Subject to compliance with the conditions imposed by the following Section 1.4, the annexation of any such land shall become effective upon the recordation in the office of the County Recorder of Utah County, Utah, of a Plat of such Additional Land signed by the owner thereof and of a supplemental declaration ("Supplemental Declaration") which (a) is signed by the then owner(s) of such Additional Land as Declarant; (b) describes the land to be annexed; (c) declares that the annexed land is to be held, transferred, sold, conveyed, and occupied as part of the property subject to this Declaration; and (d) sets forth such additional limitations, restrictions, easements, covenants and conditions, not inconsistent with

those of this Declaration, as are applicable to the Additional Land. When any such annexation becomes effective, the annexed land shall become part of the Development and subject to the provisions of this Declaration and any amendment or supplement thereto.

**1.5 Limitation on Annexation.** Declarant's right to annex land to the Development shall be subject to the following limitations:

(a) The annexed land must be part of the Additional Land set forth and described in **Exhibit A**;

(b) The Additional Land added to the Development must be subdivided into lots being similar in concept to those in Plat "A" of the Development; provided, however, that in each succeeding phase of the Development the architectural style of the residences to be constructed within such phase must remain consistent throughout such succeeding phase and in harmony with that of prior phases; and

(c) Declarant's right to annex land to the Development shall expire seven years after this Declaration is filed for record in the office of the County Recorder of Utah County, Utah.

**1.6 No Obligation to Annex or Develop.** Declarant has no obligation hereunder to annex any Additional Land to the Development or to develop or preserve any portion of Additional Land in any particular way or according to any particular time schedule. No property other than that submitted to the Declaration pursuant to Section 1.1, and land annexed thereto in accordance with the provisions of this Article I, shall be deemed to be subject to this Declaration, whether or not shown on any subdivision plat filed by Declarant or described or referred to in any documents executed or recorded by Declarant, including **Exhibit A** to this Declaration.

## **ARTICLE II - RESIDENTIAL AREA COVENANTS**

**2.1 Zoning.** The Development is zoned residential and is restricted to single family residential use pursuant to applicable provisions of Payson City ordinances. No residence or part thereof shall be occupied by any persons not coming within the definition of "Family" as such term is defined and intended in such ordinances.

**2.2 Subdivision Design Concept.** It is intended hereby to create a single family residential development of homes which are all of a compatible design, size and value. All homes shall exhibit creative architectural design, detail and the use of above-average new materials (except for used brick) with conventional construction methods. Pre-fabricated or pre-constructed homes are not permitted.

**2.3 Architectural Control.** All initial construction of single family residences within the Development will be commenced and completed by Declarant who hereby covenants in favor of each owner that all residences to be erected by it in the Development will be architecturally compatible with respect to each other; and that on the date on which this Declaration is filed for record in the office of the County Recorder of Utah County, Utah, all lots in the Development will be located approximately in the locations shown on the Plat. Following the initial construction by Declarant on each lot within the Development, no structure or building shall be erected, reconstructed, replaced or altered on any lot, nor shall the exterior of any residence structure be repainted or refurbished until the construction plans and specifications and a

plan showing the location of the proposed work have been approved by the Architectural Control Committee (the "ACC") as hereinafter provided, as to quality of workmanship and materials, harmony of exterior design with existing structures, and as to location with respect to topography and finish grade elevation. No accessory buildings, fences or walls shall be erected, placed or altered on any lot unless similarly approved.

**2.4 Timely Construction.** Construction on all homes must commence within one year of the ACC approval or such approval will lapse. All homes under construction must be completed pursuant to the plans and specifications submitted to the ACC within one year from the commencement of any construction or alteration with dates to be determined by the records of Payson City as to building permits, inspections, etc.

**2.5 Uniform Mail Boxes.** On each lot upon which a dwelling is constructed the owner shall install, at the owner's expense within 30 days of completion of said dwelling, a mail box which must conform to ACC and Payson City standards as to size, style and location.

**2.6 Landscaping.** All yards (front, rear and side) must be landscaped within 12 months of the issuance of the Certificate of Occupancy by Payson City. Chain-link fencing will not be allowed in the front yard setbacks. Landscaping shall be deemed to include grass, shrubbery, trees and an underground sprinkling system capable of properly irrigating the front yard. All owners will keep and maintain their yards in a neat, clean and orderly condition and appearance at all times.

**2.7 Signs.** No sign of any kind shall be displayed to the public view on any lot except one sign of not more than six square feet advertising the lot for sale or rent, or similar size signs used by a builder or realtor to advertise the property during the construction and sales period. This provision shall not impair Declarant's right to utilize larger signage for permanent entrance statements or for advertisement during construction, development and marketing of the Subdivision.

**2.8 Livestock, Poultry and Pets.** No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except for dogs, cats, and other domesticated household pets, provided that they are not kept, bred, or maintained for any commercial purpose and, provided further, that all pets kept outside must be restrained in a humane manner. Kennels, runs and leash areas must be kept clean and sanitary. No pets may be kept in unreasonable numbers.

### ARTICLE III - ARCHITECTURAL CONTROL COMMITTEE ("ACC")

**3.1 Membership.** The ACC shall be composed of three individuals of Declarant's choosing who may or may not be lot owners. A majority of the ACC may designate a representative to act for it. In case of a vacancy on the ACC which remains unfilled by Declarant, the remaining members shall have full authority to designate a successor. Neither the members of the ACC nor its designated representatives shall be entitled to compensation for services performed pursuant to this Declaration and they assume no personal liability for actions taken by the ACC as a whole. Unless previously relinquished by Declarant, the then record owners of at least two-thirds (2/3) of the lots within the Development shall have the power, through a duly recorded written instrument, to alter the membership of the ACC and any of its powers and duties.

3.2 **Standard.** In deciding whether to approve or disapprove plans and specification submitted to it, the ACC shall use its best judgment to insure that all improvements, construction, landscaping, and alterations on lots within the Development conform to and harmonize with existing surroundings and structures. Any structure hereafter constructed on any lot in replacement of the structure previously located thereon shall be constructed in substantially the same configuration, location and architectural style and be approximately the same size as the prior structure; and if the plans and specifications therefor meet such criteria, the ACC must approve the same.

3.3 **Procedures.** All plans, specifications and plot plans, including exterior material and color selections, must be submitted to the ACC in duplicate and be accompanied by a written request for approval. Until Declarant relinquishes its right to choose members of the ACC, the address for submittals to the ACC pursuant to this Declaration shall be that of Declarant at 2230 No. at University Parkway, Bldg. 7-G, Provo, UT 84604. The ACC's approval or disapproval shall be in writing and returned to the one making submission, together with a notation of approval, disapproval and/or corrections and modifications and the date thereof affixed to one copy of such plans and specifications. In the event the ACC fails to approve or disapprove such plans and specifications within 30 days after the same have been submitted to it, then the plans shall be deemed approved. By approval of such plans neither the ACC nor Declarant assumes any obligation as to the constructability thereof or the suitability of the land for placement of full basements.

#### ARTICLE IV - GENERAL PROVISIONS

4.1 **Nature of Development.** Notwithstanding the nature of the Development as a planned residential development, it contains no common areas and all property owners within the Development must carry their own hazard and liability insurance with respect to their residences and lots.

4.2 **Enforcement.** Enforcement of the provisions of this Declaration shall be by proceedings at law or in equity to restrain violation and/or to recover damages against any person or persons violating or attempting to violate any of the provisions contained within this Declaration. The ACC or any of the lot owners shall have the right, but not the obligation, of enforcement as described in this Section 4.1.

4.3 **Term.** The provisions of this Declaration shall run with the land for a period of 25 years from the date of its recording and shall be renewed and automatically continue thereafter for successive periods of 10 years each, unless at any time an amendment to or revisions of this Declaration are executed and recorded pursuant to Section 4.3, below, as defined therein.

4.4 **Amendment.** This Declaration may be amended in whole or in part by a written instrument executed by the then record owners of two-thirds of the lots within the Subdivision and upon recording the same with the Recorder of Utah County, Utah.

4.5 **Nuisances.** No noxious or offensive activity will be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, including any violation of Section 2.8, above. No lot shall be used or maintained as a dumping ground for rubbish or debris. Owners of vacant lots shall keep their lots free and clear of weeds or debris. No structures of a temporary nature nor any trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently. Each lot owner shall be responsible for maintaining the sidewalk, curb and gutter in front of each lot and will repair any damage

thereto related to construction or otherwise. No owner or contractor shall leave building or landscaping materials within the road right-of-way (including sidewalks) for any prolonged period of time.

4.6 **Interpretation.** In interpreting the provisions hereof as they pertain to municipal zoning or subdivision ordinances, if there are any discrepancies with the Payson City zoning and subdivision ordinances, as amended from time to time, then the Payson City zoning and subdivision ordinances shall control such interpretation, including the meaning of any terms or definitions used herein.

4.7 **Covenants to Run with Land.** This Declaration and all the provisions hereof are declared to be and shall constitute covenants which run with the land, or equitable servitudes, as the case may be, and shall be binding upon and inure to the benefit of Declarant and any and all parties who have acquired or who shall hereafter acquire any interest in a lot, their respective grantees, transferees, mortgagees, tenants, heirs, devisees, personal representatives, successors and assigns. Each present and future owner, mortgagee, tenant or occupant of a lot or dwelling shall be subject to and shall comply with the provisions of this Declaration. Each party acquiring any interest in a lot or dwelling thereby consents to and agrees to be bound by all of the provisions in this Declaration.

IN WITNESS WHEREOF, Declarant executes this Declaration as of the day and year first above written.

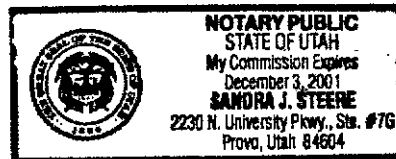
GEORGETOWN DEVELOPMENT, INC.

By: [Signature]  
PRESIDENT

STATE OF UTAH )  
: ss.  
COUNTY OF UTAH )

On this 18<sup>th</sup> day of June 1998, personally appeared before me, Hal M. Magley  
who, being by me duly sworn, did say that he executed the within instrument in the capacity indicated.

[Signature]  
NOTARY PUBLIC



**EXHIBIT A**

to

**DECLARATION OF PROTECTIVE EASEMENTS,  
COVENANTS, CONDITIONS AND RESTRICTIONS**

of

**GREENRIDGE PARK  
An Expandable Planned Residential Development**

**Payson, Utah County, Utah**

**THIS DESCRIPTION OF THE ADDITIONAL LAND IS SET FORTH AND ATTACHED IN THIS EXHIBIT A TO THE DECLARATION SOLELY FOR PURPOSES OF IDENTIFICATION. THE DECLARATION IS NOT INTENDED AS AND SHOULD NOT BE DEEMED TO CONSTITUTE ANY LIEN, ENCUMBRANCE, RESTRICTION, OR LIMITATION UPON ANY PORTION OF THE EXPANSION LAND UNLESS AND UNTIL SUCH PORTION IS ADDED TO THE DEVELOPMENT IN ACCORDANCE WITH THE PROVISIONS OF THE DECLARATION.**

Located in Payson City, Utah County, Utah:

A portion of the SW 1/4 of Section 16, Township 9 South, Range 2 East, Salt Lake Base & Meridian, more particularly described as follows:

Beginning at a point on the Easterly line of Canyon Road and the intersection with the centerline of Greenridge Parkway (proposed), said point is located N89°35'10"E along the Section line 563.87 feet and North 368.13 feet from the Southwest Corner of Section 16, T9S, R2E, S.L.B.&M.; thence N30°32'11"W 359.24 feet; thence along the arc of a 1069.00 foot radius curve to the right 198.72 feet through a central angle of 10°39'03" (chord: N25°12'39"W 198.44 feet); thence N19°57'07"W 289.22 feet; thence along the arc of a 569.00 foot radius curve to the right 210.68 feet through a central angle of 21°12'54" (chord: N9°16'38"W 209.48 feet); thence N1°19'49"E 262.40 feet; thence along the arc of a 15.00 foot radius curve to the right 23.45 feet through a central angle of 89°35'00" (chord: N46°07'19"E 21.14 feet) to the Southerly line of 800 South, the previous 5 courses along said Canyon Road; thence S89°05'11"E 354.02 feet; thence S35°05'55"E 415.96 feet; thence S12°06'38"E 117.32 feet; thence S46°54'13"E 190.87 feet; thence S53°00'00"E 36.71 feet to the centerline of said Greenridge Parkway; thence S14°23'52"E 34.63 feet; thence along the arc of a 145.00 foot radius curve to the right 181.23 feet through a central angle of 71°36'39" (chord: S21°24'28"W 169.66 feet); thence S57°12'41"W 510.59 feet to the point of beginning.