

**DECLARATION OF PROTECTIVE COVENANTS
CONDITIONS AND RESTRICTIONS FOR
SOUTH CREEK SUBDIVISION**

The undersigned is the owner of the real property (“property”) in the County of Utah, State of Utah, described as:

Lots 1 through 21, Plat A, South Creek Subdivision, Lehi, UT, according to the official plat thereof on file in the Utah County Recorder office.

(For reference: Tax Parcel ID Nos. 66-808-0001 through 0021)

The property presently consists of 21 lots which have been recorded (Entry #82340:2021)

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.

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 or part thereof and shall inure 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.

Section 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.

Section 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

COURTESY RECORDING

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contract buyers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Committee" shall mean and refer to the **SOUTH CREEK DEVELOPMENT COMMITTEE**. See Article III

ARTICLE II
ARCHITECTURAL CONTROL

Section 1. Dwelling Quality and Size. Only new single-family residences or residences related structures allowed by City ordinance are permitted to be built and must meet or exceed the follow requirements for quality and size. Residences shall not exceed two stories above foundation in height and shall have a private garage for not less than three vehicles; detached accessory building shall meet city ordinance and shall also be approved by the committee (see Section 8b). The minimum area above ground, excluding garages and porches; of a single-level dwelling (Rambler) shall be two thousand (2,000) square feet. The minimum total area above ground, excluding garages and porches of a two- story dwelling shall be two thousand six hundred (2,800) square feet. Log homes, subterranean homes or any other buildings with extreme design features are not permitted. 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. The existing home on Lot 16 shall be exempt from these requirements, however, any future improvements to the home shall be approved by the committee.

Section 2. Building Location. All Structures located on the Lot shall be located within the building envelop 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.

Section 3. Moving of Structures. No structure of any kind shall be moved from any other place to the property without written approval of the Committee.

Section 4. Temporary Structures. No trailer, tent, or shack or other temporary outbuilding shall be placed upon or used at any time within the property as a temporary or permanent residence.

Section 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 sixteen (16) months of the date of commencement, including landscaping as detailed in Section 6.

Section 6. Landscaping. Owner shall provide a landscape plan to be reviewed for approval by committee. The Committee encourages Owners to obtain a professionally prepared landscape plans. Owner shall complete minimum landscaping improvements within 120 days of certificate of occupancy from the City OR in the case that the undersigned developer has built a

home, then 120 days from closing date between owner and undersigned developer. Full yard landscaping (front, sides, and rear) is required to be landscaped as part of the minimum improvements. The rear yard may be excepted from minimum improvements IF an approved fence is installed entirely around the excepted rear yard area. Landscaped areas shall extend from the home foundation to the property lines and shall also include city owned park strips. Landscape improvements shall include at a minimum an automated sprinkler system, planter areas that contain a mixture of trees, shrubs, and flowers, lawn, or xeriscape. Lawn shall be grass that is fully established within the timeline provided for landscape completion. Planter areas shall be separated from lawn with a border. Xeriscape shall contain more than 1 ground cover material that is well-designed to cover yard areas that adds interest and beauty. Trees, shrubs, and bushes that produce obnoxious seeds, weeds or unwanted fruit shall not be permitted. Rock, mulch and any other landscape material or feature that creates light reflections, bright colors, or obnoxious noise shall not be allowed. Owners shall ensure that landscape areas are maintained throughout the year.

If weather conditions or other conditions deemed reasonable by the Committee exist that prevent the installation of landscaping, the Owner shall place in escrow (or equivalent substitute) eight thousand dollars (\$8,000) to be held as security for completion of landscaping. The place where funds may be placed in escrow or equivalent substitute to escrow shall be approved by the committee on a case-by-case basis. In the event that landscaping is not completed within 8 months after certificate of occupancy, the architectural committee may hire an attorney to enforce the terms of the minimum landscaping provisions and/or may draw escrow funds (if available) and/or may hire a landscaping company to complete the required landscaping, in which case, the Owner shall reasonably permit access to the lot and shall pay for all reasonable fees associated with completion of landscaping, including attorneys fees and committees time.

Section 7. Compliance with Applicable Zoning Ordinances. All structures within the property shall be built, occupied and used in accordance with the provisions of Lehi City Zoning Ordinances.

Section 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, metal, and wood treated for exterior use. 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. Aluminum soffit, fascia, gutter is allowed. The roofing material shall be architectural-grade composition shingles or better materials approved by the Committee. Exterior colors and materials must be approved by the Committee prior to building permit. Exterior design and shape shall create separate masses that do not contain long, unbroken wall expanses. Color palette shall be designed with primary and accent colors.

(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 dwelling placed on the premises and in no event shall such accessory building be permitted with a height greater than the dwelling itself. 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 Lines shall be designed by professional architects or other professionals that design homes. The Committee will not accept homes that have long or unbroken roof pitches, ridge lines, fascia, etc. Roofs shall be designed to complement the shape or masses created by the underlying structure.

(d) Retaining Walls: All retaining walls must be approved by the Committee.

(e) Fences: Vinyl, synthetic, concrete, wood, or better material are permitted fences. Chain link fence is not permitted, except for Lehi City required agricultural fence that is required by subdivision plan to be installed along the perimeter of the subdivision. Lots 7, 8, 11 and 12 must maintain fencing entirely on their property and may not encroach into dedicated open space. Prior to installation of any fence – surveyed property corners must be established and reviewed by Owner. No 6' tall privacy fences shall be allowed in front of the dwelling.

(f) Garages and Driveways: Every dwelling must have a minimum of a three (3) car garage and a driveway leading thereto large enough to accommodate two cars parked side-by-side. RV or any other accessory parking may be allowed on the side of the home if vehicles parked can be parked such that the entire vehicle is behind the front corner of the home. RV parking shall have a sufficient driveway leading thereto. Driveway material shall be concrete. Colored concrete for driveways must be neutral or natural colors. Driveways in front of the home shall be kept clear of unsightly materials, including, but not limited to trash, storage, equipment and/or inoperable vehicles.

(g) Prohibitions against Soil Erosion and Runoff; Existing Swells. It shall be the responsibility of the property owner to direct site work 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.

Section 9. Architectural Approval. No building or structure or sign shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the 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 with similar design and quality of materials.

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. Any errors or omissions in the design of any building or landscaping, or any violations of city or county ordinances are the sole responsibility of the owners and/or their designated architects. The Committee's review of plans shall in no way be construed as an independent review or opinion of the structural or mechanical adequacy or soundness of the building, and 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 review fee that may be modified time to time to cover the cost of reviewing plans, but should be expected to exceed \$500.00.

Section 10. Signs. No permanent signs shall be permitted on any lot. Temporary signs for sale of real estate or rent shall be allowed as long as the sign is relevant to the lot that it is advertising for sale or rent and that said temporary sign is less than 10 SF. 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. Temporary Development signs shall be allowed as long as the Property has lots to sale. Temporary Builder signs shall be allowed by the committee on a case-by-case basis, which may be proposed by a Builder who intends to build more than 10 homes in the available phase of the subdivision and may be approved or disapproved by the committee by its discretion. Any signs must meet the ordinances establish by the municipality.

Section 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 Sage Park Development Committee

Section 1. Membership. The Committee is comprised specifically of Robert Patterson, Scott Dunn, and Daniel Patterson. 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 of those who are owners (either in fee or by contract of purchase) of land comprising the property, 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 any two of its members, and any authorization, approval or power made by the Committee must be in writing signed by at least two members.

Section 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.

ARTICLE IV GENERAL PROVISIONS

Section 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.

Section 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 of front and side yards, only on a temporary basis and provided they are in running condition and properly licensed.

Section 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. No unsightly material or objects are to be stored on any of the property in view of the general public.

Section 4. Horses; Other Livestock. Horses and Livestock not permitted. City ordinance shall control any other animals owners may consider keeping on the property.

Section 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 view from front yard.

Section 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 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 acts or the acts of his contractors and workmen in performing construction activities on his lot. Undersigned may require a cash deposit as a assurance completion by owner and/or owners builder in order to protect City Improvements that Undersigned is obligated to cover under warranty – including the sidewalk, curb and gutter, and utility stubs into lots. In the event that an owner damages City Improvements that Undersigned is required to repair – the undersigned in its discretion can draw on assurance completion funds OR invoice an owner and file a mechanics lien to ensure future repayment to Undersigned.

Section 7. Severability. Invalidation of any one of these covenants, conditions or restrictions by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Section 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 this 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.

Section 9. Amendments to CCR's. The protective covenants, conditions and restrictions set forth in this Declaration, may be amended by majority vote of lot owners. Each Lot 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.

Dated this 8th day of Aug, 2022.

PATTERSON HOMES, LLC

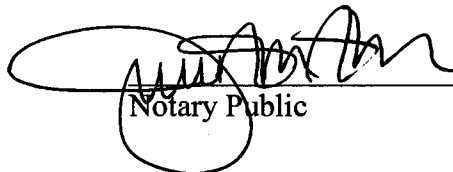


BY: Scott Dunn

ITS: Manager

State of Utah)
 ss:
County of Utah)

On the 8th day of August, 2022 personally appeared before me Scott Dunn, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.



Notary Public

seal

