



DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS FOR PAYSON VIEW ESTATES PLAT H SUDIVSION

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

See Exhibit "A"

The property presently consists of Payson View Estates Plat H Subdivision. The undersigned has deemed it desirable to provide a general plan for the architectural control 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, condition 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.

The Owner hereby acknowledges that it is aware of the Payson City Sensitive Lands Ordinance. Although the property is not in the Sensitive Lands area, the Owners will strive to comply with such ordinance in regards to construction or grading on the individual lots, specifically with the following sections of the ordinance: 21.3.6 Grading Standards), 21.3.7 (Streets and Sie Access),21.3.8 (Driveways), 21.3.11 (Revegetation and Land Reclamation), and 21.6.3 (Maximum Limits of Disturbance).

ENT 171413:2021 PG 1 of 10
ANDREA ALLEN
UTAH COUNTY RECORDER
2021 Oct 05 4:29 pm FEE 40.00 BY SA
RECORDED FOR PAYSON CITY CORPORATION

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 current or future record Owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the property,

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

ARTICLE II

Payson View Estates Architectural Committee

Section 1. Membership. The Payson View Estates Architectural Committee (hereinafter "Architectural Committee" or "Committee") is comprised of Scott Dunn, Robert Patterson and Matt Childs. 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 (by deed), then thereafter, upon designation of eighty percent (80%) of those who are owners (by deed) of land comprising the property, of some person or persons who such person or persons to the Committee, and if necessary, will remove from said Committee existing member or 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 the 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 architectural control of the entire property. Nothing in the paragraph shall be construed as authorizing or empowering the Committee to change or waive any restrictions which are set forth in the 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 by at least two members.

Section 2. Enforcement. The Committee or any owner or the successor in interest of an owner shall have the right to enforce by proceedings at law or in equity all restrictions, or 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 restriction, conditions, covenants or reservations and the right to recover damages for such violation incurred by the enforcement of the covenants, conditions, and restrictions found within this Declaration.

ARTICLE III

New Building and Procedure

Section 1. Payson View Estates Architectural Committee Approval Required.

- (a) No building or structure, including, but not limited to, tennis court or swimming pool, shall be erected, placed, altered, or remodeled on any Lot until the construction plans and specifications and a plan showing the location of the structure upon the lot have the prior written approval of the Architectural Committee as to: location in respect with the topography and finish grade elevation; height; design; quality of the materials; harmony of external design with existing structures; and compliance with the covenants, conditions and restrictions set forth herein.
- (b) The approval process will commence as soon as the proposed architectural or improvement plans are tendered to the Architectural Committee. A response to the proposed plan will be given within a reasonable time to the applicant.
- (c) The approval or disapproval of any building or structure must be given by the Architectural Committee. All Decisions of the Architectural Committee shall be final, and neither the Architectural Committee nor its designated representative shall be subject to any liability therefore. 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 Architectural 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 the Architectural Committee shall have no responsibility or liability therefore.
- (d) The Committee has the authority to judge buildings, materials, fences, painting, etc., on whatever basis available to it with the aim of preserving what it feels is the best interest of the property owners represented. These shall include aesthetics, reasonable protection of view, permanence of materials, etc. All decisions of the Committee shall be final.

Section 2. Custom Design. To maintain a degree of protection to the investment that homeowners in this area may make, homes of customary design are requisite. Designs shall be limited to those prepared by architects licensed to practice in the state of Utah or by designers of outstanding ability whose previous work may be reviewed as a part of the approval process.

Section 3. Preliminary Plans. (To be filed for approval and accepted before final plans are begun.) Outline specifications shall give basic structure system and outline all materials to be used on the exterior of the residence. Preliminary Plans shall include as a minimum the following:

- (a) Plot plan to scale of entire site with buildings located and elevation of floors shown above or below a designated point of the street.
- (b) Floor plans of each floor level to scale.
- (c) Elevations to scale of all sides of the house.
- (d) One major section through house.
- (e) A perspective (optional).

Section 4. Final Plans. (Final Plans are to be filed for approval and accepted before construction can begin.) Specifications shall give complete descriptions of materials to be used

supplemented with a notation of the colors of all materials to be used on the exterior of the residence. Final Plans shall include as a minimum the following:

- (a) Plot plan to scale of entire site with buildings located and elevation of floors shown above or below a designated point of the street.
- (b) Floor plans of each floor level to scale.
- (c) Elevations to scale of all sides of the house.

Section 5. Building Material Placement. No building material of any kind or character shall be placed or stored upon any lot until the owner thereof is ready to commence improvements, and then, the material shall be placed within the property lines of the plot upon which the improvements are to be erected and shall not be placed in the streets or between the curb and property line.

Section 6. Completion of Building. When the construction of any residence or other structure is begun, work thereon must be carried out diligently and completed within sixteen (16) months from date of commencement of such site excavation.

Section 7. Moving of Structures. No building which was formerly located in another site shall be moved on to a Lot in this project without written approval of the Architectural Committee. Also, modular homes are not allowed in Payson View Estates Subdivision.

Section 8. Temporary Structures. No structure of a temporary character, 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.

Section 9. Building Location. No building shall be located on any Lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines as required by Payson City Ordinances.

Section 10. Prohibitions Against Soil Erosion and Runoff. It shall be the responsibility of the owner of the Lot to direct site work 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.

Section 11. Structural Fill Requirements. Each Lot and dwelling in the development shall satisfy the requirements of the geo-technical report for the Lot. It is the sole responsibility of the Lot owners to comply with all structural fill and geo-technical report requirements.

Section 12. Dwelling Quality and Size. The intentions and purpose of the covenants is to assure that all dwellings shall be built with quality materials and good workmanship. The finished living space on the main floor of a one-story home shall not be less than one thousand seven hundred fifty (1,750) square feet. The finished living space on the main floor of a two-story home shall not be less than one thousand two hundred fifty (1,250) square feet and the total

finished living space for the main floor and second floor (second-story) shall not be less than two thousand five hundred (2,500). The architectural design shall be as equally important as the size.

Section 13. Exteriors. Exterior material of all dwellings shall be primarily brick, stucco, stone, cast stone and cementitious fiber board are allowed for the siding. The use of metal soffit or fascia is allowed. Processed wood, aluminum, and vinyl exteriors are not permitted. The roofing materials shall be nonreflective and fire resistant. Design of the dwelling and structures shall be done to minimize reflective areas. All exterior elevations, colors and roofing materials shall be approved by the Architectural Committee. Home exteriors shall conform to the general theme of the neighborhood design as determined by the Committee.

Section 14. Roof Lines. Roof lines shall be approved by the Architectural Committee.

Section 15. Garages and Driveways. Each 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.

Section 16. 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 place on the Lot and in no event shall the height of the accessory building exceed the height of the main dwelling. The height of any accessory building shall be limited to the ordinances of Payson City. The design and site plans of such accessory building shall be submitted to the Architectural Committee for approval prior to obtaining a building permit and commencing construction of such accessory building.

Section 17. Surface Drainage Requirements.

- (a) The ground surface should be graded away from the structures in all directions with a minimum fall of eight inches (8") in the first ten feet (10').
- (b) Roof runoff should be collected in rain gutters with downspouts designed to discharge well outside of the backfill limits.
- (c) High volume sprinkler heads should be aimed away from the foundation walls and be located at least 36 inches (36') away from the walls.
- (d) Provide adequate compaction of foundation backfill i.e., minimum of ninety percent (90%) of ASTM D 1557. Water consolidation methods should not be used.
- (e) Uphill lots shall be graded such that all draining will be retained on the Lot or directed to the road.
- (f) Other precautions which may become evident during design and construction should be taken.

Section 18. Retaining Walls. When there is more than a two-foot (2') difference in lot elevation at property line after grading, including final grade, property owner shall be required to construct a retaining wall. Retaining wall must meet the requirements of the International Building Code and Payson City standards, such that storm water will not be allowed to drain over the wall or onto the adjoining property.

Section 19. Landscaping.

- (a) In order to protect the storm drainage system, eliminate noxious weeds, and improve aesthetics, all interior lots shall landscape the front yard up to the front corners of the dwelling prior to the issuance of a Certificate of Occupancy. For dwellings completed in the winter months, an exception can be issued provided a bond is issue to cover the cost of landscaping. Corner lots shall be landscaped on the front and side yard that face the street.
- (b) Front and visible side yard lawn areas must be provided with sod and not grown from seed or power mulching.
- (c) A minimum of three (3) trees and a minimum of six (6) two-gallon shrubs in the front and/or visible side yard within each Lot are required prior to occupancy. Conifers shall be a height of at least four (4) feet and deciduous trees shall be at least a one and one-half (1½) inch caliper, except on the parking strip, where deciduous trees shall be at least a two-inch caliper. Any variety of Poplar tree, Black Locus or Siberian Elm is not permitted.
- (d) All landscape and lawn areas, including those in the landscape planter strip, shall be maintained by an underground automatic sprinkler system.

Section 20. Fences. All fences must be approved by the Architectural Committee and shall be in compliance with Payson City Ordinances.

Section 21. Lighting. As required by Payson City, each home will have a backlit house number visible on the front of the home.

Section 22. Garbage and Refuse Disposal. The property shall not be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste, which shall not be kept except in sanitary containers. All refuse containers shall be kept in clean and sanitary conditions. No unsightly material or objects are to be stored on any of the property in view of the general public. No trash, ashes nor any other refuse may be dumped or thrown on any Lot or on any portion thereof. All homes must subscribe to the City garbage disposal service.

Section 23. Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats or other common household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose and are restricted to the Owner's premises or on a leash under the handler's control.

Section 24. Satellite Dishes, Solar Panels and Other Structures. Satellite dishes, solar panels, statues, fountains, and other similar items must be submitted for approval through the Committee.

Section 25. Ingress/Egress. No Lot within the subdivision shall be used for the permanent purpose of ingress and or egress to another property inside or outside of this subdivision.

Section 26. Vehicles, RV's and Trailers. Lot owners shall not park vehicles of any kind on the street for overnight parking. Guests or relatives of the owners shall be allowed to park their vehicles on the street during their visit, but not to exceed one week at a time. Vehicles shall not park on the street during the winter months as defined by the Payson City ordinance. No vehicle shall be parked on a vacant lot for storage at any time. Parking shall not be allowed in the front yard setback or a side yard setback that is adjacent to a street unless it is in a designated driveway. Boats, trailers, other recreational vehicles, large trucks and commercial vehicles parked on any lot shall be screened from view with attractive and well-maintained vegetation, an attractive and well-maintained fence, or other sight obscuring structures approved by the Committee.

Section 27. Storage Tanks. No tank for the storage of fuel is allowed in the development except for small propane tanks used for outdoor grills.

Section 28. Signs. No signs, billboards nor advertising structures may be erected or displayed on any Lots hereinbefore described or parts of portions thereof, except that a single sign, not larger than six (6) square feet in size advertising a specific dwelling for sale or rent or a short term (no more than three months) political campaign sign. An exception shall also be made for a project/construction sign not larger than thirty-two (32) square feet in size displayed on the premises affected.

Section 29. Nuisances. No noxious, offensive, or illegal 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 that are unsightly in the opinion of the Architectural 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.

Section 30. Pressurized Irrigation. No pressurized irrigation services are available.

Section 31. Restrictions. Lots 121, 123, and 133 are restricted to single level (rambler style) homes. No two-story homes shall be allowed on these three lots.

ARTICLE IV

General Provisions

Section 1. Amendment. The said covenants can be terminated or amended by agreement in writing signed by two-thirds of the property owners in the said subdivision.

Section 2. Severability. Invalidation of any one of these covenants, conditions, or restrictions by judgment or court order shall in no wise effect any of the other provisions, which shall remain in full force and effect.

Section 3. No Recourse. The Protective Covenants, Conditions and Restrictions set forth in the Declaration are established for the benefit of this subdivision. Any damage, loss, claim or liability of whatsoever nature which may arise due to any decision, act or failure to act regarding this Declaration, by the Undersigned or any of its agents, employees, member of any committee, heir, assigns and successors in interest of every kind and nature shall be exempt from any civil claim or action brought by any person owning or having an interest in any lot or property within the subdivision or by any other person. The Undersigned shall be held harmless from any and all such actions or failures to act and exempt from any civil claim or action resulting from any act or failure to act, whether intended or implied. Any errors or omissions in the design of any building or landscaping or any violation of city or county ordinance is the sole responsibility of the owners. In the event proper procedures have not been followed in regards to any of these covenants, conditions and restrictions, these covenants, conditions and restrictions will continue to govern and preside in full force and effect and will remain fully enforceable to all property owners. Owners shall furthermore have the duty to indemnify and defend the Undersigned from all actions of whatsoever nature arising from or in every connection with the Declaration. The duty to defend and indemnify and hold harmless shall survive every revocation, rescission or other nullification and shall survive every modification and amendment to this Declaration unless the Undersigned shall agree in writing to the contrary. Notwithstanding any other provision of this Declaration, Patterson Construction, Inc. shall not be considered an owner or property owner for purposes of the stated duty to defend, hold harmless and indemnify. All improvements not complete at this time, whether or not required by regulation, ordinance, or other entity, are the sole responsibility of the purchaser.

DATED this 6 day of July, 2021.

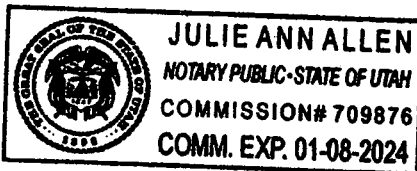
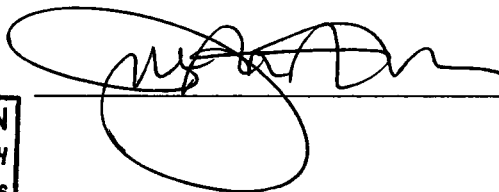
PATTERSON HOMES LLC



Matt Childs; Manager

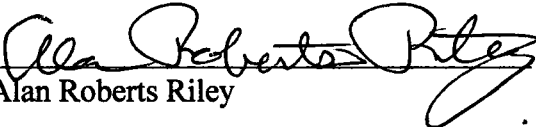
STATE OF UTAH }
 :SS
COUNTY OF UTAH }

On this 6 day of July, 2021, personally appeared before me, Matt Childs, who is the manager of Patterson Homes LLC, who being by me first duly sworn did say that he executes the foregoing instrument in behalf of Patterson Homes LLC pursuant to authority vested in them.



DATED this 2 day of July, 2021.

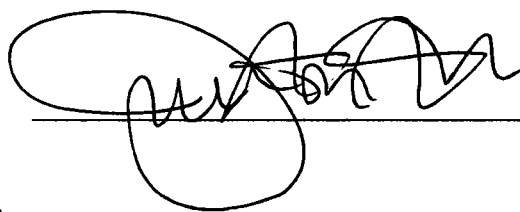
ALAN ROBERTS RILEY AND CHRISTINE
ELLSWORTH RILEY, TRUSTEES OF THE RILEY
FAMILY TRUST U/A/D DECEMBER 15 2005


Alan Roberts Riley


Christine Ellsworth Riley

STATE OF UTAH }
 :SS
COUNTY OF UTAH }

On this 2 day of July 2021, personally appeared before me, Alan Roberts Riley and Christine Ellsworth Riley, Trustees of the Riley Family Trust, who being by me first duly sworn did say that they execute the foregoing instrument in behalf of the Riley Family Trust pursuant to authority vested in them.



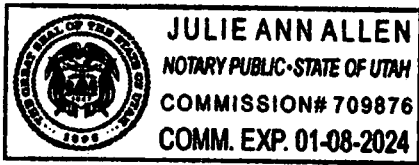


EXHIBIT "A"***Description of the Property***

BEGINNING AT A POINT WHICH IS N 89°35'10" E 1531.63 FEET AND SOUTH 680.76 FEET FROM THE NORTHWEST CORNER OF SECTION 21, TOWNSHIP 9 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE S 00°11'47" E 7.33 FEET; THENCE S 60°13'00" E 690.88 FEET; THENCE SOUTH 699.00 FEET; THENCE N 83°30'11" W 160.23 FEET; THENCE N 69°24'37" W 136.29 FEET; THENCE N 86°59'09" W 102.19 FEET; THENCE S 88°28'43" W 101.19 FEET; THENCE N 58°22'57" W 125.10 FEET; THENCE N 63°10'26" W 162.73 FEET; THENCE S 73°10'06" W 49.72 FEET; THENCE S 44°34'04" W 100.43 FEET; THENCE S 37°21'06" W 100.76 FEET TO A POINT ALONG THE NORTH BOUNDARY OF PAYSON VIEW ESTATES PLAT G-1; THENCE ALONG SAID PLAT BOUNDARY THE FOLLOWING THREE (3) COURSES: 1) N 64°16'15" W 114.39 FEET, 2) N 68°01'17" W 56.12 FEET AND 3) N 67°17'36" W 133.87 FEET TO A POINT ALONG THE EASTERN BOUNDARY OF PAYSON VIEW ESTATES PLAT E; THENCE ALONG SAID PLAT BOUNDARY THE FOLLOWING FIVE (5) COURSES: 1) N 00°22'25" W 217.00 FEET, 2) EAST 108.55 FEET, 3) N 13°11'51" E 148.46 FEET, 4) N 50°09'18" E 96.95 FEET AND 5) N 26°12'15" W 108.50 FEET TO POINT ALONG THE SOUTH BOUNDARY OF PAYSON VIEW ESTATES PLAT B; THENCE ALONG SAID PLAT BOUNDARY THE FOLLOWING FOUR (4) COURSES: 1) EAST 305.20 FEET, 2) NORTH 103.00 FEET, 3) EAST 19.68 FEET AND 4) NORTH 197.29 FEET; THENCE S 85°46'21" E 30.68 FEET; THENCE N 06°32'40" E 103.22 FEET; THENCE S 60°57'01" E 74.43 FEET TO THE POINT OF BEGINNING.