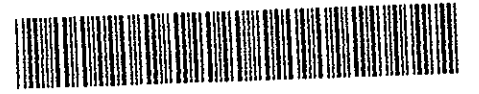


WHEN RECORDED RETURN TO:  
Cedar Corners Management Group, LLC  
947 South 500 East, Suite 100  
American Fork, Utah 84003



ENT 5549:2017 PG 1 of 10  
JEFFERY SMITH  
UTAH COUNTY RECORDER  
2017 Jan 20 9:21 am FEE 58.00 BY SW  
RECORDED FOR EAGLE MOUNTAIN CITY

**DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
AND RESERVATION OF EASEMENTS  
FOR  
CEDAR CORNERS SUBDIVISION  
(A Residential Development)**

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
AND RESERVATION OF EASEMENTS FOR  
CEDAR CORNERS SUBDIVISION  
A RESIDENTIAL DEVELOPMENT**

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR CEDAR CORNERS SUBDIVISION, A RESIDENTIAL DEVELOPMENT is made as of the 29 day of Sept., 2016, by **Cedar Corners Management Group, LLC** (“**Declarant**”), a Utah limited liability company, with respect to the following:

**RECITALS:**

A. These covenants, conditions, restrictions, easements, and limitations shall run with the land described in **Exhibit A** and shall be binding on and burden all parties having or acquiring any right, title, or interest to the land or any part thereof;

B. It is the intention of the Declarant in imposing the covenants, conditions and restrictions in this Declaration to protect and enhance the property values and aesthetic values of the Lots for the mutual protection and benefit of the Lots and the Owners of the Lots. The covenants, conditions and restrictions in this Declaration are intended to, and shall in all cases run with the title of the land, and be binding upon the successors, assigns, heirs, lien holders, and any other Person holding any interest in the Lots, and shall inure to the benefit of all other Lots in Cedar Corners Subdivision.

NOW, THEREFORE, for the benefit of the Project and the Owners thereof, the following covenants, conditions, restrictions, and easements shall apply to and be binding on the Project:

**ARTICLE I  
DEFINITIONS**

Unless the context clearly requires the application of a more general meaning, the following terms, when used in this Declaration, shall have the following meanings:

- 1.1 **City** means the City of Eagle Mountain, its departments, officials, and boards.
- 1.2 **Community Association Act** means Utah Code §§57-8a-1 *et seq.*, as amended or replaced from time to time.
- 1.3 **Declarant** means Cedar Corners Management Group, LLC, a Utah limited liability company. Declarant shall also include any Person or Persons that have been assigned and have agreed to assume Declarant’s rights and obligations, and such assignment and assumption shall be effective upon the recording of a written instrument in the Utah County Recorder’s Office.
- 1.4 **Declaration** shall mean this document, as amended, annexed, supplemented, or restated from time to time.
- 1.5 **Director** means a member of the Board.
- 1.6 **Governing Documents** means the Declaration and recorded plats for the Project, and rules and regulations.

1.7 **Improvement** shall mean all structures and appurtenances of every type and kind including, without limitation buildings, dwellings, garages, storage buildings, additions, walkways, retaining walls, gazebos, fences, driveways, landscaping, playground equipment, pools, decks, tennis courts, hard surfaced areas, stairs, poles, lighting, signs, satellite dishes or other antennas, and mechanical equipment located on the exterior of any building.

1.8 **Lot** shall mean a separately numbered parcel of property as shown on the various recorded plat maps for the Cedar Corners Subdivision on file with the Utah County Recorder. Lots shall include fencing, all utility lines and other installations exclusively serving the Lot.

1.9 **Mortgage** shall mean any mortgage, deed of trust, or other security instrument by which a Lot or any part thereof is encumbered.

1.10 **Owner** means the Person(s) who owns in fee title a Lot as shown on the Utah County records.

1.11 **Person** means an individual, corporation, partnership, association, trustee, or other legal entity.

1.12 **Project** means all recorded phase of the Cedar Corners Subdivision. Exhibit A contains the legal description for the Project.

1.13 **Resident** means any Person living or staying at the Project. Residents include without limitation: Owners, tenants, family members of Owners and tenants, and guests staying more than a week.

## ARTICLE II EASEMENTS

2.1 **Right of Ingress, Egress, and Enjoyment.** Each Resident, guest, or invitee has the right to ingress and egress over, upon, and across the public streets as necessary for access to his/her Lot, and such rights shall be appurtenant to and pass with the title to each Lot.

2.2 **Easements for Encroachments.** Encroachment causes include, without limitation, errors in the original construction; errors in the various Plats; settling, rising, or shifting of the earth; or by changes in position caused by repair or reconstruction of the Project.

2.3 **Public Access Areas.** Some of the Property has been dedicated to the City as public access. Declarant reserves the right to dedicate to the City other areas as public trails and open space areas. These public access areas are for the use and benefit of the general public and are dedicated as a public easement. No Owner shall obstruct or interfere with the use of the Public Access Areas crossing his or her Lot. The Public Access Areas are for non-motorized use only (except for authorized maintenance vehicles or equipment).

2.4 **Easement for Utility Service.** The Project is subject to a blanket easement over, across, above, and under it for ingress, egress, installation, maintenance, repair, and replacement of utilities. Utilities include, without limitation, water, sewer, gas, telephone, electricity, data, video, and cable.

2.5 **Restriction on Easement Rights Granted by Owners.** Without the prior written consent of the Declarant, no Owner or Resident shall grant any easement, license, permit or other rights to any other Person or entity any rights of ingress and egress, any rights to construct, operate or maintain any road, trail or other right of entry or passage over and across his or her Lot, any rights to construct, operate, maintain, repair or replace any utility easements or any other rights or interests not otherwise established and created pursuant the various recorded plats for the Cedar Corners Subdivision and this Declaration.

### ARTICLE III MAINTENANCE

3.1 **Lots.** Owners shall maintain, repair, and replace their Lot at their cost. An Owner's maintenance responsibility extends to all components of their Lot as defined in the Declaration, the various recorded plats for the Project, and the Community Association Act. Lots shall be maintained so as not to detract from the appearance of the Project and to maintain the value of any other Lot. Lots shall be maintained to protect and preserve the health, safety, and welfare of the other Lots. Owners shall maintain the fencing around their Lots.

After casualty loss or damage to a Lot, the Owner may take temporary measure to secure the damaged portion of the Lot. Owners shall use insurance proceeds to promptly restore the Lot and Improvements to a satisfactory condition. No damaged structure is allowed to remain on a Lot for more than 90 days without repairs commencing. Any damaged structure remaining longer than 90 days without repair will be deemed a nuisance and may be abated at the expense of the Owner.

### ARTICLE IV USE RESTRICTIONS

4.1 **Use of Lots.** Lots may be used for residential use only. Home businesses must be licensed and comply with the zoning code. No Lot may be subdivided. No noxious or offensive activity shall be carried out on any Lot, including the creation of loud or offensive noises or odors that detract from the reasonable enjoyment of nearby Lots.

4.2 **No Hazardous Activities.** No activity may be conducted on any Lot that is, or would be considered by a reasonable person to be dangerous or hazardous, or that would affect the insurance premium of another Lot Owner. This includes, without limitation, the storage of caustic, toxic, flammable, explosive or hazardous materials in excess of those reasonable and customary for household uses, the discharge of firearms or fireworks, and setting open fires. No Owner will occupy a Lot in a manner that is in violation of any State of Utah or federal environmental protection law or regulation concerning the storage, disposal, or use of toxic or hazardous materials.

4.3 **Open Fires.** Open fires are prohibited on the Lots, unless contained within a fire pit.

4.4 **Vehicles.** Except to load and unload, no trucks larger than 1-ton, commercial vehicles, and similar equipment shall be parked within the completed portion of the Project. Trailers and recreational vehicles (for example, campers, boats, motor homes, off-road vehicles, etc.) may be parked in the side yard set-back behind the front of the home. If a trailer or recreational vehicle cannot fit in the side yard set-back behind the front of the home, it may not be parked in the Project. Trailers and recreational vehicles may not be stored under tarps. Trailers and recreational vehicles may be parked on the street or in a driveway for a maximum of 24 hours for loading and unloading.

Except for emergency repairs, Owners and Residents shall not repair or restore vehicles in the Project. No inoperable or unlicensed vehicles shall be stored in the Project, unless parked in the garage. Vehicles parked in unauthorized areas may be towed away at the Owners expense. Vehicles shall not be parked on a street for longer than four days without being moved or stored inside a garage.

4.5 **Temporary structures and Sheds.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out building shall be used on any lot at any time as a residence either temporarily or permanently. Storage sheds will be allowed according to the city codes, and must follow the same color pattern as the residential home on the same building lot.

4.6 **Animals.** The use of animals for pets, housing, breeding, or boarding within the Project must comply with the existing animal regulations for the City.

4.7 **Firearms and Projectile Weapons.** No firearms, airsoft guns, BB guns, and archery equipment of any kind may be discharged within the Project.

4.8 **Signs.** One sign indicating a Lot is for sale or rent may be placed on a Lot in accordance with the City sign regulations. Such signs may not exceed 2 feet by 3 feet in size.

4.9 **Garbage, Trash, and Refuse Disposal.** No Owner shall use his or her Lot as a dumping area for rubbish. All lots, whether improved or unimproved, must be kept free of rubbish, weeds, trash and debris of any kind and must be maintained in such a manner as not to detract from the subdivision as a whole. All containers used for the storage or disposal of such materials shall be kept in a clean and sanitary condition. Sidewalk, parkway, curbs and gutters must be kept clean, unobstructed and in good repair.

4.10 **Rules and Regulations.** Owners and Residents shall obey the rules and regulations created by this Declaration.

4.11 **City Ordinances.** Owners and Residents shall abide by all City ordinances which relate to the maintenance, upkeep, design, and use of their Lot. The Board may enforce any such ordinances, in addition to City enforcement.

4.12 **Aerials, Antennas, and Satellite Dishes.** Aerials, antennas, and satellite dishes larger than one meter in Diameter are prohibited. No more than three antennas or satellite dishes smaller than one meter in diameter may be installed within a Lot.

4.13 **Garage Sales.** Owners may host no more than one garage sale per year on their Lot.

4.14 **Timeshares and Leases.** Timeshares and time-sharing of Lots is prohibited. Under no circumstances shall any Lot be owned or used as a "time period unit" as defined by Utah Code § 57-8-3(26), as amended from time to time. An Owner shall not lease or rent his or her Lot for an initial term of less than six (6) months. An Owner shall be responsible and liable for any damage caused by his tenants. Within ten (10) days after delivery of written notice of the creation of a nuisance or material violation of these restrictive covenants, the Owner shall proceed promptly to abate the nuisance or cure the default.

## ARTICLE V RESTRICTIONS ON IMPROVEMENTS

5.1 **Compliance with Governing Document and Regulations.** All dwellings and Improvements to a Lot and all construction and landscaping activities must comply with: (i) the Governing Documents; (ii) the codes, rules, regulations, and requirements of the City and of any other governmental body having jurisdiction with respect to the Project; and (iii) the Development Agreement(s) between the Declarant and the City. If the provisions of this Declaration are more stringent than any applicable governmental statute, law, ordinance or regulation, it is the intent that the provisions of this Declaration shall control. This Declaration shall not authorize any uses, improvements, or activities that are prohibited by any local, state or federal statute, law, ordinance or regulation.

5.2 **Number of Dwellings.** Only one single family dwelling, not to exceed two stories in height in addition to the basement, may be constructed on any Lot. All dwellings shall have an attached garage large enough to enclose a minimum of two cars. Carports will not be allowed.

5.3 **Setbacks.** Building setbacks shall comply with the stricter of the design guidelines, the City ordinances, the recorded plat, and/or the Development Agreement(s) between the Declarant and the City.

5.4 **Driveway and Parkstrip Material.** Rock and gravel shall not be used as landscape material in mow strips, as driveways, or as driveway extensions. Mow Strip landscaping shall be sod and trees. Driveways, driveway extensions, and parking pads located in front of the house shall be concrete, or other permanent hard surface.

**5.5 Quality and Size of Dwelling.** The minimum livable square footage of a single story dwelling shall be 1000 square feet on the main level (not including bonus rooms and basements). The minimum livable square footage of two story dwelling shall be 700 square feet on the main level and 1500 square feet above grade (not including basements). Livable square footage does not include garage space, porches, patios, balconies, decks, or courts. Split-level and split-entry dwellings will not be permitted. Storage sheds may be built on lots if designed to match the style of the home and approved by City of Eagle Mountain.

**5.6 Sewer and Utility Connections.** All Lots shall have a connection to the sanitary sewer service. Cesspools, septic tanks, or other types of waste disposal systems are prohibited. Utility connections for water, secondary water, gas, electrical, and telephone are to be underground.

**5.7 Soils.** Soils Report indicates that the native clay soils encountered during field investigation have a potential for collapse and compressibility under increased moisture contents and load conditions. Prior to commencement of construction a review of the soils report of the area should be completed for the implementation of further measures that can be taken to help prevent the potential for settlement of building. Prior to building permits being issued, soil testing studies may be required on each lot as determined by the City Building Official.

**5.8 Lawn and Landscaping Requirements.** Front yard, visible side yard lawns, and mow strips are to be installed within 180 days of the completion of the dwelling or, in the case of a winter completion date that prevents the installation of landscaping, within the first growing season by June 30th.

As soon as practical following completion of the construction of the dwelling, but in no event later than 12 months from the issuance of a occupancy permit, whichever first occurs, each homeowner is required to complete the remaining landscaping so that the lot is fully landscaped.

**5.8.1 Placement of Trees and Shrubs.** Planting a minimum of 3 trees and a minimum of 12 two-gallon shrubs in the front and/or visible side yard within each lot is required at the time of the landscaping installation as specified in Section 5.8. In addition, the lot owner is required to plant and maintain a tree for every 30' of space in the mow strip between the back of the curb and the sidewalk in front of their lot at the time of the landscaping installation. Only sod and trees will be permitted in the mow strip. Fruit trees of any type are not allowed in the front yard and mow strip and must be planted on the owners property in such a way as to not extend or drop fruit beyond property lines.

The following trees, because of their undesirable characteristics for a residential area, are prohibited in this subdivision:

Ailanthus Altissima (Tree of Heaven), Placanus Occidentalis (American Plane Tree), Populus Acuminata (Lace Leaf Poplar), Populus Alba (Silver Poplar), Populus Alba Bolleana (Bolleana Poplar), Populus Angustifolia (Narrow Leaf Poplar), Populus Deltoides (Carolina Poplar), Populus Fremontii (Fremont's Poplar), Populus Nigra Italica (Lombardy Poplar), Robina Pseudoacacia (Black Locust), Ulmus Pumila (Siberian Elm), and Russian Olive.

## ARTICLE VI CONSTRUCTION REGULATIONS

**6.1 Portable Office or Trailer.** An office or trailer for the use of the contractor during construction may not be installed prior to approval of construction and must be removed when either of the following occurs: (i) no later than 30 days after the City's issuance of a certificate of occupancy; (ii) termination, expiration, or cancellation of the building permit; or (iii) suspension of construction activity for a period of 60 days.

**6.2 Construction Area Appearance and Debris Removal.** The Lot must be maintained in reasonably organized and neat conditions during construction. Materials shall be kept in neat stacks and covered when not in use. No more material may be delivered to a Lot than can be reasonably utilized in a week's time; however, once the dwelling is enclosed, materials may be stored inside indefinitely. Owners and their contractors

are responsible for keeping mud from the construction site on the Owner's Lot which may require cleaning truck tires before they leave the Lot. Trash must be collected at the end of each work day and deposited into a jobsite trash container. No trash may be burned or buried. Lightweight material must be weighed down to prevent it blowing out of the container. Jobsite dumpsters must be emptied regularly. Concrete trucks may not be cleaned out on any Lot or anywhere within the Project; except in designated concrete washout area.

**6.3 Sanitary Facilities.** Owners are responsible to supply a portable toilet facility during construction of the dwelling and must be serviced regularly. The portable toilet must be removed as soon as: (i) no later than 30 days after the City's issuance of a certificate of occupancy; (ii) termination, expiration, or cancellation of the building permit; or (iii) suspension of construction activity for a period of 60 days.

**6.4 Duration of Construction.** Owners shall proceed with reasonable speed once construction has commenced. All exterior surfaces of the building shall be substantially complete within 12 months from commencement.

## ARTICLE VII ENFORCEMENT

**7.1 Compliance.** Each Owner and Resident shall comply with the Governing Documents. Failure to comply will be grounds for the remedies provided in the Declaration.

**7.2 Remedies.** The remedies for violations shall be levied against the Owner in all cases and the Residents in cases involving injunctive relief. Remedies shall not be mutually exclusive and can be exercised concurrently. The Board shall have rights to take the following actions to correct violations of the Governing Documents: (i) after 15 days notice, to enter a Lot and abate and remove any violation of the Governing Documents. Any expense incurred in abating the violation will be an individual assessment against the Owner. If the Board exercises this right of entry, they will not be guilty of any manner of trespass or nuisance; (ii) levy fines pursuant to procedures adopted by the Board which procedures shall comply with the Community Association Act; (iii) suspend the voting right of the Owner; and (iv) bring a suit for damages, to enjoin, abate, or remedy the violation on behalf of the Owners.

**7.3 Action by Owner.** An Owner may bring an action against another Owner for damages, to enjoin, abate, or remedy a violation being committed by another Owner.

**7.4 Hearings.** The Board shall adopt procedures for hearings. When a hearing is requested or required, the hearing shall be conducted in accordance with the Board's procedures.

## ARTICLE VIII INSURANCE

**8.1 Insurance by Owner.** Each Owner is responsible for and shall obtain insurance, at his own expense, for his/her Lot, and all improvements and personal property located thereon, and for general liability coverage, including without limitation, coverage for personal injury, property damage, and such other risks as each Owner may deem appropriate.

## ARTICLE IX DECLARANT'S SALES PROGRAM

**9.1 Declarant's Rights.** Declarant shall have the following rights in furtherance of any sales, promotions, or other activities designed to accomplish or facilitate the sale of all Lots within the Project: (i) the right to maintain one or more sales offices and one or more model homes with or without professional, licensed real estate agents. Such offices or models may be on one or more Lots within the Project for the purpose of aiding in sales efforts; (ii) the right to maintain a reasonable number of promotional, advertising, and/or directional signs, banners, or similar devices at any or all places within the project; and (iii) the right to use the streets, trails, and other areas designated for use by the Owners with the Project to facilitate the sale of Lots.

## ARTICLE X MORTGAGEE PROTECTION

10.1 **Mortgagee Protection.** No breach of any of the covenants, conditions, restrictions, and limitations contained herein shall defeat or render invalid the lien of any Mortgagee made in good faith and for value; provided, however, that all such covenants, conditions, restrictions and limitations contained herein shall be binding upon an Owner whose title is derived through foreclosure or trustee's sale.

10.2 **Priority of Liens.** No enforcement of any lien provision herein contained shall defeat or render invalid the lien of any Mortgage. All sums assessed in accordance with the provisions of this Declaration shall constitute a lien on each respective Lot prior and superior to all other liens except (i) all taxes, bonds, assessments and other levies which, by law, would be superior thereto; and (ii) the lien or charge of any recorded Mortgage on such Lot made in good faith and for value and recorded prior to the date on which any such Assessment or Assessments become due.

10.3 **Mortgage Holder Rights in Event of Foreclosure.** Any mortgagee of a Mortgage of record which obtains title to a Lot by the foreclosure of the Mortgage on the Lot or by deed or assignment in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the Lot free of any claims.

10.4 **Amendment.** The Declarant hereof shall have full control of the herein Articles until all of the lots in Cedar Corners Subdivision are built upon. Once every lot in Cedar Corners Subdivision has been built on the herein Articles can only be amended with the consent of at least two-thirds of all first Mortgagees on the Lots within the Subdivision as appear on the official records of the Utah County, Utah, as of the date of such amendment.

## ARTICLE XI MISCELLANEOUS

11.1 **Amendment of Declaration.** A minimum of 67 percent of all the Owners of the Lots must approve any amendment to the Declaration, after every lot has been built on and sold by the developer/Declarant. However, the Board may amend without Owner approval, to correct misspellings, grammar, or to comply with changes in the loan underwriting guidelines, if failure to comply would disqualify the Project from financing eligibility.

11.2 **Termination of Declaration.** A minimum of 75 percent of all Owners must approve a termination of the Declaration.

11.3 **Taxes on Lots.** Each Owner will pay all taxes, which may be assessed against his/her Lot.

11.4 **Covenants Run with the Land.** The Declaration contains covenants which run with the land and create equitable servitudes. The Declaration shall be binding upon all parties who hereafter acquire any interest in or occupy a Lot, their heirs, successors, assigns, grantees, devisees, personal representatives, guest, and invitees. Each Owner or Resident shall comply with the Governing Documents, and failure to comply shall be grounds for an action for damages or injunctive relief by another Owner.

11.5 **Severability.** Each of the covenants contained in this Declaration shall be independent of the others, and in the event that any one is found to be invalid, unenforceable, or illegal by a court of competent jurisdiction, the remaining covenants shall remain in full force and effect.

11.6 **Waiver.** No provision of this Declaration shall be waived or abrogated by reason of failure to enforce it.

11.7 **Liberal Interpretation.** The provisions of this Declaration shall be interpreted liberally to further the goal of creating a uniform plan for the Project. Section headings are inserted for convenience only and shall not be considered in interpretation of the provisions. Singular will include plural, and gender is intended to include masculine, feminine and neuter as well.



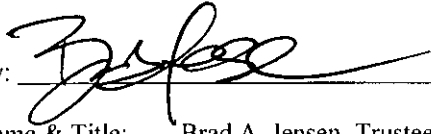
11.8 **Recitals and Exhibit Incorporated.** The Recitals set forth in this Declaration and the Exhibits attached to this Declaration are hereby incorporated herein.

11.9 **Conflicts.** If the Declaration conflicts with the Community Association Act, the Community Association Act shall control. If the Declaration conflicts with any of the recorded plats, the recorded plats shall control. If the Declaration conflicts with the Bylaws, Articles, or rules, the Declaration shall control.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed as of the date first above written.

**Cedar Corners Management Group, LLC  
(Declarant)**

**The TriStar Irrevocable Trust, as Manager**

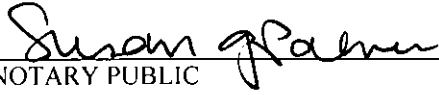
By:   
Name & Title: Brad A. Jensen, Trustee

STATE OF Utah )

: ss.

COUNTY OF Utah )

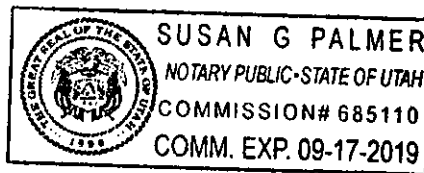
On this 29 day of Sept., 2016, personally appeared before me, Brad A. Jensen who being by me duly sworn, did say that he is Trustee of The TriStar Irrevocable Trust who is the manager of Cedar Corners Management Group, LLC (Declarant) and is authorized to execute this Declaration.

  
NOTARY PUBLIC  
Residing at:

My Commission Expires:

9-17-2019

Mapleton, Utah



**EXHIBIT A**

**Legal Description**

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The Northeast quarter of the Southwest quarter of Section 7, Township 6 South, Range 1 West, Salt Lake Base and Meridian.

(59:007:0012)