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**Restrictive Covenants**  
**Juniper Heights, Plat "B"**  
**City of Cedar Hills**

ENT 30126:2001 PG 1 of 5  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
2001 Apr 02 9:06 am FEE 80.00 BY AB  
RECORDED FOR CEDAR HILLS CITY

We the undersigned, owners in fee of the following described real property, to wit; Lot numbers 1-63, inclusive Juniper Heights, Plat "B", We do hereby make the following declarations as to limitations, restrictions and uses to which the lots and / or tracts constituting the said addition, may be put, hereby specifying that the said declaration shall constitute to run with all the land, as provided by law and shall be binding upon all of the parties and all the persons claiming interest in the property, and for the benefit of all future owners of said property, the declarations and restrictions being designed for the purpose of keeping the said subdivision desirable and uniform, in architectural look and use as herein specified.

**AREA OF APPLICATION**

Full-protected Residential Area. The residential area covenants in their entirety shall apply to all property listed in Juniper Heights Plat "B", Lots 1-63 in Cedar Hills, except Lot #41 which is a non-buildable lot.

**RESIDENTIAL AREA COVENANTS**

1. Land use and Building Type. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) family dwelling not to exceed two (2) stories in height above the basement with a private attached garage for not less than two (2) vehicles, except for detached accessory buildings as provided for in section 12. Ramblers shall have a minimum square footage of 1600 finished square feet above ground level, two (2) stories shall have a minimum of 1400 finished square feet on the first above ground level and a total minimum of 2400 finished square feet and multi-levels shall have a minimum of 2400 finished square feet. Less and excepting lots one (1) through nine (9) of which the following size requirements would apply. Ramblers shall have a minimum square footage of 2000 finished square feet above ground level, two (2) stories shall have a minimum of 1600 finished square feet on the first above ground level and a total minimum of 2700 finished square feet and multi-levels shall have a minimum of 2700 finished square feet. Square footage of any style is excluding garages, porches, verandahs, carports, patios, basements, porches and steps. A home with the same elevation and floor plan may not be built adjacent to another home with the same elevation and floor plan.
2. Fuel Storage. No tank or container for the storage of fuel larger than five (5) gallons may be maintained on the property.
3. 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 set back lines as required by the City of Cedar Hills.

4. Material Storage. No building material of any kind 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 the property line.
5. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. All power and telephone lines must be run underground.
6. Animals. No animals, livestock, fowl or poultry of any kind shall be raised, bred or kept on any lot, except that no more than two (2) dogs, cats or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose; and provided further that any such pet causing or creating a noise, odor, health or other nuisance or unreasonable disturbance shall be permanently removed from the property.
7. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.
8. Signs. No signs, billboards, nor advertising structures may be erected or displayed on any lots herein before described or parts or portions thereof, except that a single sign, not more than 3'X5' in size, advertising a specific house for sale or rent or a construction sign may be on the premises affected. The other exception will be signs that are deemed necessary by the original owner/developer of the subdivision, and all such signs must be removed at such time that all the lots in the subdivision are sold.
9. Lights, Poles and Exterior Fixtures. No yard lights, window shades, awnings, window guards, light fixtures, fans or other similar items shall be installed outside the interior of any building within the subdivision without the prior written consent of the Architectural Control Committee. Geneva Rock Products, Inc. reserves the right to install subdivision lighting as it deems appropriate. Exterior roof-mounted air conditioners and antennas shall be installed only on the rear side of a roof and shall not be visible from the front side of a home. Air conditioners shall be installed only on the rear or side of a home and must be screened so they are not visible from the public street. Satellite dishes shall be installed only in rear yards and shall not be visible from the public street. DSS dishes may be installed on roof's.
10. Refuse. No trash, ashes, concrete nor any other refuse may be dumped, thrown, or otherwise disposed of, on any lot or any part or portion of the subdivision or surrounding properties.

11. Temporary Structures. No structure of a temporary character such as a , trailer, basement, tent, shack, garage, barn or other out buildings shall be used on any lot at any time as a residence, either temporarily or permanently.
12. Detached Structures. Any detached accessory building erected on the lots shall conform in design and materials with the primary residential home on the lot and must be approved by the Architectural Control Committee.
13. Landscaping. Within nine (9) months occupancy, landscaping shall be installed in front yards between the front line of the house and the roadway for the entire width of the lot excluding the driveway. On corner lots, landscaping shall be installed within nine (9) months of occupancy in all areas between the roadway and the side and front of the house. Landscaping in the planter strip must include one tree from the city approved list, (2 inch caliper) for every fifty (50) lineal feet of frontage with grass and a working sprinkler system. Within twelve (12) months of occupancy, landscaping shall be installed in the rear of the home.

In addition to the planter strip, front and side yard landscaping shall include at least two (2) trees, and a combination of lawn, shrubs or groundcover. Groundcover may include vegetative vines, low-spreading shrubs, or annual or perennial flowering or foliage plants. Ground cover may also include mineral or non-living organic permeable material in not more that 50% of the net landscaped area. Mineral ground cover may include such materials as rocks, boulders, gravel, or brick over sand. Species, size and placement of landscape elements shall be determined by the homeowner.
14. Fencing. No fence, wall or other similar structure shall be erected in any required front yard setback or side yard setback of a corner lot, higher than three (3) feet. No fence, wall or other similar structure shall be erected in any side or rear yard higher than six (6) feet. Materials used in the construction of any such fence, wall or similar structure must have the prior approval of the Architectural Control Committee.
15. Parking and Storage. No inoperative automobile shall be placed or remain on any lot or adjacent street for more than forth eight (48) hours. No commercial type vehicles and no trucks over one ton capacity shall be parked or stored on the front yard setback of any lot, or within the side yard building setback on the street side of a corner lot, or on the residential street except while engaged in transportation. Trailers, mobile homes, trucks over one ton capacity, boats, campers not on a truck bed, motor homes, buses, tractors and maintenance or commercial equipment of any kind shall be parked or stored behind the front yard setback in an enclosed area screened from street view. Sufficient side yard gate access should be planned and provided for in the design of the home, to permit ingress, egress and storage of trailer and recreational type vehicles on the side or rear yards. The storage or accumulation of junk, trash, manure or other offensive or commercial materials is prohibited. Facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view.

16. Maintenance. Every lot, including the improvements in said tract, shall be kept in good repair and maintained by the owner thereof in a clean, safe and attractive condition.
17. Construction and design. To maintain a degree of protection of the investment which homeowners in the area make, homes of superior design and construction are required. Design and construction shall be limited to those of outstanding ability whose previous work proves in the opinion of the Architectural Control Committee their ability to meet the expected standards.
18. Architectural Control and Interpretation of Covenants. No building or structure shall be constructed, erected, placed or altered on any lot until the construction plans, specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality workmanship, materials, size, harmony of external design with existing and proposed structures, and design with respect to topography and finish grade elevation. Interpretation of those covenants shall be governed by the Architectural Control Committee.
19. Architectural Control Committee. The Architectural Control Committee ("ACC") is initially composed of Al Schellenberg, Tony Christofferson and Ray Gammell. A majority of the ACC may designate a representative to act for it or replace any member of the committee. In the event of death or resignation of any member of the ACC, the remaining members shall have full majority to designate a successor. Neither the members of ACC nor its designated representative shall be entitled to any compensation for services preformed pursuant to this covenant. At such time as all phases of Juniper Heights Plats A, B, C, D & E have been completed and all lots sold by Geneva Rock Products, Inc., or at the sole determination the ACC, whichever event occurs first, then a majority of the owners of record of the lots shall elect the membership of the ACC.
20. Architectural Control Committee Procedures. The approval of the ACC, as required herein, shall be in writing. In the event the ACC or it's designated representative fails to take written action to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, such plans and specifications shall be deemed to have been approved.
21. Term. These covenants shall be binding on all parties and all persons claiming by, through or under them an interest in the property for a period of thirty (30) years from the date these covenants are recorded. There after, these covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by a majority of the lot owners of the The Property has been recorded agreeing to amend, modify, delete or repeal any part of all such covenants.
22. Enforcement. Geneva Rock Products, Inc., owners of a majority of the lots within The Property, and/or the Architectural Control Committee shall be entitled to prosecute any proceeding, at law or equity, against any person, firm, corporation

or party violating, attempting or threatening to violate any of these covenants and to enforce, retrain, enjoin and/or collect damages for such violation. Failure of the Architectural Control Committee, Geneva Rock Products, Inc. or any lot owner other legal representative, heirs, successors or assigns to enforce any of these covenants shall not be deemed to be a waiver. Any and all remedies specified herein shall be deemed cumulative and not exclusive.

- 23. Severability. Invalidation of any covenant set forth herein by court order shall not affect any of the remaining covenants which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, Geneva Rock Products, Inc. has executed the instrument this 27 day of March, 2001.

By AT Schellenberg  
Its Exec. V.P.

State of Utah

County of Utah

On the 27 day of March, 20 01, personally appeared before me the signer of the foregoing declaration who duly acknowledged to me that they did execute the same.

My commission expires 11-4-03 Margaret Powell  
Notary Public  
(see seal below)

