

WHEN RECORDED MAIL TO:

Clegg Canyon Development Corporation  
3164 Upland Terrace NW  
Washington, DC 20015

File No.: 142263-CPY

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**Andrea Allen**  
**Utah County Recorder**  
2021 Jun 16 11:30 AM FEE 54.00 BY MG  
RECORDED FOR Cottonwood Title Insurance Agency, Inc.  
ELECTRONICALLY RECORDED

**Declaration of Protective Covenants  
Clegg Canyon Plat "A", Lots 1-17**

In Reference to Tax ID Number(s):

26-068-0159

**DECLARATION OF PROTECTIVE COVENANTS  
CLEGG CANYON DEVELOPMENT, LOTS 1-17**

This Declaration of Protective Covenants for CLEGG CANYON (“**Declaration**”) is made and executed as of ~~June 23~~, 2021, by CLEGG CANYON DEVELOPMENT CORPORATION, a Utah corporation (“**Declarant**”).

**RECITALS**

A. Declarant owns certain real property located in Utah County, Utah, a legal description of which is attached as Exhibit A to this Declaration (“**Property**”), which consists of Lots 1 through 17 of the Clegg Canyon ~~Development~~ (“**Clegg Canyon,**” “**Development,**” or “**Community**”).  
PLAT "A"

B. The purpose of this Declaration is to protect Clegg Canyon and ensure its long-term beauty through quality architectural and landscape design and suitable residential use of the Property. Clegg Canyon is located in Mapleton, Utah, at the mouth of Maple Canyon and is a uniquely beautiful piece of property. The Declarant has expended significant resources to design and build a development of enduring quality and aesthetic appeal that honors the pioneer heritage and natural characteristics of the property. This Declaration is designed to ensure that Clegg Canyon remains true to this founding purpose.

C. This Declaration shall run with the land. The Declaration shall remain in full force and effect in the event of a transfer of title of a Lot from an Owner to another party. Owners are responsible to notify the Architecture and Landscape Committee in the event of a transfer of title to another party.

**AREA OF APPLICATION**

This Declaration shall apply in its entirety to all property listed in the above described Property, namely, the Property identified in Exhibit A, which consist of Lots 1 through 17 of the Clegg Canyon ~~Development~~. PLAT "A"

**DECLARATION**

Declarant hereby declares that the Property will be held, sold, and conveyed subject to the following covenants, conditions, restrictions, and easements, which will run with the Property and will be binding upon and will inure to the benefit of all parties acquiring any interest in the Property. The provisions of the Utah Community Association Act, *Utah Code Annotated* § 57-8a-101 *et seq.*, shall not apply to the terms of this Declaration.

**ARCHITECTURE AND LANDSCAPE COMMITTEE**

1.1 **General.** In order to create and maintain the Property as a beautiful and desirable environment, to establish and preserve Clegg Canyon as a community with elevated design principles, and to protect and promote the value of the Property, all exterior architectural and landscape design shall be subject to review and approval by the Architecture and Landscape Committee (“**Committee**”). Homes and landscapes of superior design shall be required. No construction activities of any kind shall occur on a Lot without the approval of the Committee.

Construction activities shall include (by way of example only):

- (a) excavation, grading, filling, draining, or significant landscaping;
- (b) construction or installation of any residence, garage, outbuilding, parking area, driveway, tennis court, or swimming pool; or
- (c) construction or installation of any fence, wall, curb, solar panel, outside air conditioning equipment, or any other temporary or permanent structure.

1.2 **Composition of Committee.** Committee members shall serve voluntarily and without pay, and are to give of their time as a public service to the community. The Committee shall consist of Michael N. Nemelka and two additional members appointed at his sole discretion, provided that any such members shall be residents of Clegg Canyon or owners of a lot within Clegg Canyon. The Committee shall consist of three members at all times. All members of the Committee must be residents of Clegg Canyon or owners of a lot within Clegg Canyon. Should any member of the Committee no longer meet these requirements, the Committee shall declare a vacancy. In the event of a vacancy – whether due to incapacitation, resignation, or otherwise – the surviving members shall have full authority to appoint another person to fill the vacancy. If the remaining Committee members are unable to agree on a replacement, then each Lot owner shall vote for the appointment of the replacement member, to be appointed upon majority vote. For purposes of such voting, each Lot shall be entitled to one vote.

1.3 **Application.** Any owner seeking to construct improvements must submit an application (each an “**Application**”) to the Committee for approval. An Application shall include the following items prepared by architects or by qualified residential designers of outstanding ability whose previous work may be reviewed as a part of the approval process:

- (a) plot plans to scale showing the entire site, the residence and accessory structures, garages, walks, drives, fences, lighting, and retaining walls;
- (b) detailed floor plans showing dimensions and measurements;
- (c) detailed elevations showing existing and finished grades and contours;
- (d) detailed renderings of exteriors, including specifications of all outside materials and colors to be used;
- (e) details of cornices, porches, windows, doors, garages, garden walls, steps, patios, carriage lighting, etc.
- (f) for landscapes, plans showing layout, plantings, dimensions, and features;
- (g) such additional information as may be requested by the Committee or as may be reasonably necessary to consider any Application.

The Committee may waive certain Application requirements depending on the nature of the proposed improvements.

1.4 **Standard.** The Committee may approve or disapprove any Application in its sole discretion. These may be for purely aesthetic reasons, reasonable protection of views, permanence of materials, or otherwise. All decisions of the Committee shall be final.

1.5 **Approval Procedure.** The Committee will make a determination on each Application within fourteen (14) days after receipt of a completed Application and all required information. The Committee may (a) approve the Application, with or without conditions; (b) approve portions of the Application and disapprove other portions; or (c) disapprove the Application. In the case of disapproval, the Committee will specify the reasons for disapproval or offer suggestions for curing any objections. If the Committee fails to render its decision within fourteen (14) days after receipt of a completed Application, approval will not be required and the provisions of this section will be deemed to have been fully complied with.

1.6 **Assistance.** The Committee may retain the services of one or more consulting architects, landscape architects, engineers, or other professionals, who need not be licensed to practice in Utah, to advise and assist the Committee in reviewing an Application.

1.7 **Fees.** If the Committee obtains the assistance described in Section 1.6, the Committee may charge a reasonable fee for reviewing an Application and may require the review fee to be paid in full before the Committee reviews an Application, provided that the review fee shall not exceed \$750. The review fee shall be used to cover the reasonable cost of having the Application reviewed by architects, landscape architects, engineers, or other professionals, whom the Committee may employ as it deems necessary to perform the review, and for no other purpose.

1.8 **Majority Action.** A majority of the members of the Committee will have the power to act on behalf of the Committee and shall have the power to act without the necessity of a meeting. Committee decisions will be rendered in writing and will set forth the actions taken by the consenting Committee members.

1.9 **Nonwaiver.** Consent by the Committee to any matter will not be deemed to be a precedent or waiver preventing the Committee from withholding consent to any similar matter.

1.10 **Liability.** No Committee member will be personally liable to any owner, occupant, builder, or developer for any damage, loss, or prejudice suffered or claimed because of any act or omission of the Committee or a member of the Committee.

1.11 **Effective Period of Consent.** The Committee's consent to any Application will automatically be revoked one (1) year after issuance unless the owner has begun construction of the proposed improvements or has applied for and received an extension of time from the Committee.

## COVENANTS, CONDITIONS, AND RESTRICTIONS

2.1 **Residential Use.** The lots within Clegg Canyon will be used for single-family residential purposes only.

2.2 **Transient Lodging Use Prohibited.** Lots may not be rented for transient lodging, boarding house, "bed and breakfast," or other uses for providing accommodations, such as via Airbnb or any other similar service.

2.3 **Unlawful Use Prohibited.** No unlawful use will be made of the Property or any part thereof, and all applicable federal, state, and local laws, ordinances, and regulations will be observed.

2.4 **Permitted Structures.** Accessory buildings will be permitted in accordance with City Ordinance. Detached garages may be allowed with the prior written approval of the Committee and subject to this Declaration. Where possible, garages shall not directly face the street. Any structure erected on a Lot must harmonize in design with the residence on the Lot. Large patio structures, trellises, gazebos, and any other appurtenant structures shall be constructed of materials consistent with or complimentary to the colors, textures, and materials approved for the residence and shall be subject to the prior written approval of the Committee. No mobile home, trailer house, or other previously erected, used, or temporary structure may be installed or maintained on any Lot.

2.5 **Size.** City Ordinances shall govern the height of residences. A rambler style, one-story residence shall be not less than 3,000 finished square feet above grade for all Lots. Any two-story residence shall have not less than 2,200 square feet on the main floor and not less than 1,000 total finished square feet above the main floor. Split entry residences are prohibited. The foregoing square-footage requirements do not include garages, porches, verandas, patios, eaves, overhangs, or steps.

2.6 **Building Location.** No structure shall be located on any Lot nearer to the front lot line or the rear lot line than the minimum building setback as required by City Ordinance. In an effort to improve curb appeal and provide additional variety and aesthetic movement throughout the neighborhood, the Committee may recommend additional front yard setback above and beyond the City ordinance.

2.7 **Paving.** Driveway and other flat paved areas may be concrete, exposed aggregate concrete, stamped concrete, brick, paving blocks, or any other material approved by the Committee.

2.8 **Pools, Spas, Fountains, Game Courts.** Pools, spas, fountains, and game courts must be approved by the Committee and shall be located to minimize impact on adjacent properties. No game courts shall be located in front yards. Pool heaters and pumps must be screened from view and sound insulated from neighboring residences and streets.

2.9 **Fences and Walls.** No fence, wall, hedge, or other dividing structure higher than 3.5 feet shall be permitted within the front yard setback. No dividing structure on any other portion of the Lot shall be over 6 feet in height or include any sight obscuring fences. Vinyl and chain link fencing are expressly prohibited. Fences and walls are encouraged to be complimentary to the approved residence colors and materials. Use of landscaping materials for hedges and fencing is encouraged. All fences and walls must have prior written approval of the Committee.

2.10 **Lighting.** All exterior lighting must be approved by the Committee. To limit light pollution and to enhance the beauty of the community, thoughtfully designed up-lighting of homes – i.e., lighting from the ground up – is required. Down-lighting of residences – such as lighting in soffits and eaves – is expressly prohibited. Bright white lighting is prohibited. Only low-voltage landscape lighting shall be considered. Carriage lighting is encouraged. Special approval may be requested for down-lighting in tennis and sports court areas. Any exceptions to lighting requirements must be provided in writing by the Committee.

2.11 **Certain Home Design and Construction Requirements.** All structures constructed

on a Lot shall be of new materials, except pre-approved used brick and other similar materials, and shall be of good quality workmanship and materials. All structures shall be built with an appropriate and tasteful amount of hard surface (brick, stone, etc.) to match the architectural style of the home. Location and placement of the hard surface materials is as important as the amount of material. No aluminum or vinyl exterior siding shall be permitted in the Development. All exterior materials and colors are to be specified on plans and submitted for approval by the Committee. All roofing materials must be of architectural grade or better. All fireplaces shall require a chimney; no direct venting will be allowed without written approval by the Committee. All cooling systems shall be placed behind the roof line of any home so as not to cause any visual obstructions.

**2.12 Landscaping.** The Lot must be landscaped within one (1) year after a certificate of occupancy is issued for the residence. Each Lot must maintain an outdoor sprinkler system for irrigation. The landscape of each Lot – including any trees, lawns, shrubs, or other planting located on a Lot – shall be properly nurtured and maintained. Landscape plans, including fences, sheds, and lighting must be approved by the Committee. Owners will be required to plant trees and shrubs to enhance the natural beauty of the Community. All materials used to retain and contour the slope of any Lot or improvement must conform with the natural beauty and color of the community and must be approved by the Committee.

**2.13 Animals.** Animals will be permitted in accordance with City Ordinance, provided that no pigs, cows, or livestock shall be permitted.

**2.14 Signs.** No signs will be permitted on a Lot except as follows: (a) one for-sale sign no larger than 5 square feet; (b) one political sign, no larger than 5 square feet; political signs must be removed within 48 hours after the occurrence of the election to which they pertain; (c) one sign, no larger than 40 square feet, placed by a contractor or builder to advertise the improvements being constructed on a Lot; (d) traffic-control signs placed by the City; and (e) temporary signs for celebratory occasions, such as birthdays, births, anniversaries, and so forth.

**2.15 Antennas and satellite dishes.** No shortwave radio antennas or large ground mounted satellite dishes may be installed on any Lot.

**2.16 Solar Equipment.** Solar panels and related equipment are to be integrated into roof design only and may only be installed on the rear of the home unless otherwise specifically authorized in writing by the Committee. Panels and frames must be compatible with roof colors, all equipment must be screened from view, and prior written approval must be obtained from the Committee for all solar equipment installations.

**2.17 Windmills.** Power generating windmills are expressly prohibited on any Lot.

**2.18 External Fuel Storage.** No tank for storage of fuel may be maintained above the surface of the ground.

**2.19 Parking and Storage.** Trailers, motor homes, trucks over one ton capacity, boats, campers, buses, tractors, and maintenance or commercial equipment of any kind shall not be parked or stored on community streets or within the front yard setback requirements. Sufficient side yard gate access should be planned and provided for in the design of the residence to permit ingress and egress of trailers and recreational type vehicles. No pads used for the storage of vehicles either temporarily or permanently shall be constructed within the front yard setback requirements of a given

Lot.

2.20 **Garbage.** No trash, ashes, or any other refuse may be dumped, thrown, or otherwise disposed of on any Lot. The storage or accumulation of junk, trash, manure, or other offensive or commercial materials is prohibited. All homes must subscribe to the City garbage disposal service.

2.21 **Maintenance.** Every Lot, including the improvements thereon, shall be kept in good repair and maintained by the Owner in a clean, safe, and attractive condition. No building, structure, or residence on any Lot shall be permitted to fall into disrepair. In the event any building, structure, or residence is damaged or destroyed, then, subject to the approvals required by the Committee, such building, structure, or residence shall be immediately repaired or rebuilt or shall be demolished.

2.22 **Easements.** Easements for installation and maintenance of utilities, stormwater, and irrigation are reserved as shown on the recorded plat.

2.23 **Nuisances.** No noxious or offensive activity will be carried out on any Lot or in any part of the Development, including, without limitation, the creation of loud or offensive noises or odors that detract from the reasonable enjoyment of the Development.

## CONSTRUCTION

3.1 No structure may be constructed on a Lot before the residence is completed. The construction of any improvement on a Lot, including painting and all exterior finish, will be completed within eighteen (18) months after the beginning of construction.

3.2 No construction materials may be placed or stored upon any Lot until the Owner is ready to begin construction of the improvements. Construction material will be kept within the confines of the Lot upon which the improvements are to be constructed. The construction area will be kept reasonably clean, free of litter, and in workmanlike order during the construction period.

3.3 All unimproved Lots will be kept in a neat and orderly condition, free of brush, vines, weeds, and other debris.

3.4 Each Owner agrees to indemnify, defend, and hold harmless Declarant from and against any and all claims, damages, losses, liabilities, costs and expenses (including reasonable attorney's fees) resulting from, arising out of, or in connection with all construction occurring on such Owner's respective Lot, including damage caused by such Owner, or its contractors of every tier, consultants and their respective agents, employees, licensees, invitees, or contractors.

## MISCELLANEOUS

4.1 **Enforcement.** The Committee is empowered to take such action as may be necessary to restrain or enjoin any violation of this Declaration. Except in case of emergency, the Committee will provide an offending Owner with notice of the violation of this Declaration. If the offending Owner has not cured the violation within thirty (30) days after receipt of such notice, then the Committee shall have the right to seek any remedy available under this Declaration or applicable law to enforce the terms of this Declaration. The costs, including attorney's fees, of such enforcement shall be borne by property owners with the Development on a pro rata basis. All costs, including attorney's fees, of such enforcement will be reimbursed by the Owner who is found to be

in violation of this Declaration. If such debt remains unpaid 90 days beyond the date notice is tendered to the violator, a lien shall be recorded against the Lot where the violation has occurred.

4.2 **Amendment and Repeal.** Any amendment to this Declaration shall be in writing.

(a) Declarant may unilaterally amend this Declaration at any time and from time to time: (i) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, ordinance, rule, regulation, or judicial determination which shall be in conflict therewith; (ii) to make technical corrections to fix mistakes or remove/clarify ambiguities; (iii) if such amendment is reasonably necessary to enable a title insurance company to issue title insurance coverage with respect to the Development or any Lot; or (iv) if Declarant deems such amendment necessary in its discretion, so long as such amendment does not cause a material adverse impact.

(b) This Declaration may also be amended at any time by the vote of three-fourths of the Owners in the Development, with each Lot assigned one Vote.

4.3 **Joint Owners.** Where two or more Owners share the ownership of any Lot, the responsibility of such Owners to comply with this Declaration will be a joint and several responsibility.

4.4 **Tenants and Guests.** Tenants and guests using the Property under rights derived from an Owner will comply with the applicable provisions of this Declaration. Each Owner will be responsible for its tenants' and guests' compliance and will be liable for any failure of compliance by its Tenants or Guests in the same manner and to the same extent as if the failure had been committed by the Owner itself.

4.5 **Construction; Severability.** This Declaration will be liberally construed as an entire document to accomplish the purposes stated in the Recitals. However, each provision of this Declaration will be deemed independent and severable, and the invalidity of any provision will not affect the validity of any other provision.

4.6 **Approvals, Notices, and Other Writings.** Within fifteen (15) days after taking title to a Lot, the Owner of the Lot will provide the Committee with the Owner's postal address (if other than the address at the Lot), phone number, and email address, and will provide the Committee with a copy of the instrument by which the Owner acquired title to the Lot. The Committee may deliver any approval, notice, or other writing permitted or required to be delivered to an Owner under this Declaration: (i) in person, (ii) by certified first-class mail, or (iii) by email.

4.7 **Term.** The said covenants, conditions, restrictions, and reservations shall be perpetual and shall apply to and be forever binding upon the grantees, successors, executors, administrators and assigns, and are imposed upon the land as an obligation and charge against the same for the benefit of the grantors.

*[Signatures and Acknowledgments on Following Pages]*



Declarant has executed this Declaration as of the date first set forth above.

CLEGG CANYON DEVELOPMENT CORPORATION, a Utah corporation

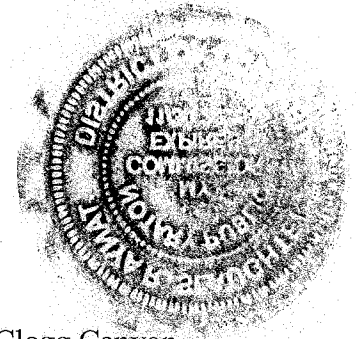
By: Michael N. Nemelka

Printed Name: Michael N. Nemelka

Title: President

ACKNOWLEDGEMENT

STATE OF DC )  
 ) ss.  
COUNTY OF DC )



On the 4 day of ~~April~~ June, 2021, Michael N. Nemelka, President of Clegg Canyon Development Corporation, personally appeared before me and duly acknowledged to me that he executed the foregoing Declaration.

By: [Signature]  
Notary Public in and for the State of D.C.

Residing at D.C.

My commission expires 11/12/25

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PROPERTY**

Lots 1 through 17, CLEGG CANYON PLAT "A", according to the official plat thereof, recorded in Utah County, State of Utah.