

WHEN RECORDED MAIL TO:

MJG Holdings, LLC  
9644 Winchester Drive  
Cedar Hills, Utah 84062

File No.: 84698-LUQ

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**Jeffery Smith**  
**Utah County Recorder**  
2016 May 31 03:14 PM FEE 37.00 BY SW  
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**Declaration of Covenants, Conditions and Restrictions and  
Reservations of Easements for Lakeshore Trails**

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS AND  
RESERVATIONS OF EASEMENTS  
FOR

## Lakeshore Trails

### A Residential Community

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS AND RESERVATIONS OF EASEMENTS (Declaration") is made this 27<sup>th</sup> day of May, 2016, by MJG Holdings, LLC a Utah Limited Liability company ("Declarant"), with referende to the following facts:

A. Declarant is the owner of a certain tract of land located in Utah County, Utah, which is more particularly described as follows:

Lots numbers 1-22, Lakeshore Trails Plat A, recorded as:  
Entry #78485-2015, Map file# 14743; Map Book Page 45-568

For purposes of development and marketing, the above –described property is intended to be known as "Lakeshore Trails". In this Declaration the term "Property" shall refer to Property as described above.

B. The development of the Property shall be herein referred to as the "Project". The Owner of each of the Units shall receive fee title to their individual Lot and the residential Dwelling that is built thereon.

C. Declarant intends by this document to impose upon the Property mutually beneficial conditions, covenants and restrictions under a general plan of improvement for the benefit of all of said Units and the Owners thereof.

D. Declarant hereby declares that the Property shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold and improved, subject to the following declarations, limitations, covenants, conditions, restrictions and easements, all of which are for the purpose of enhancing and protecting the value and attractiveness of the Property, and the Project, and every part thereof, in accordance with the plan for the improvement, sale, and operation of the Property as a subdivision in the City of Cedar Hills, Utah. All of the limitations, covenants, conditions, restrictions, and easement shall constitute covenants and encumbrances which shall run with the land and shall be perpetually binding upon Delcarant and its successors-in-interest and assigns, and all parties having or acquiring any right, title, or interest in or to any part of the Property or the Project.

ARTICLE 1  
DEFINITIONS

Unless otherwise expressly provided, the following words and phrases, when used in this declaration and in the Project Documents, shall have the following meanings:

1.1 *Declarant*: MJG Holdings, LLC, a Utah Limited Liability Company and its successor-in-interest and assigns with respect to the Property, but shall not include members of the public purchasing completed Units.

1.2 *Declaration*: this Declaration of Covenants, Conditions and Restrictions and Reservation of Easements, as it may be amended from time to time.

1.3 *Dwelling*: that portion of any building (including garage and other improvements) which is located on a single Lot and which is designed and intended for use and occupancy as a single family residence.

1.4 *Lot*: shall refer to any residential lot shown upon the approved Plat Map or any additions thereto of the Project.

1.5 *Plat Map*: the recorded map or maps prepared by or for Declarant showing the surface of the Property and the division thereof into Lots and open space.

1.6 *Property or Project (synonymous)*: the real property covered by this Declaration and all easement, rights and appurtenances belonging thereto, and all improvements erected or to be erected thereon.

1.7 *Unit*: all elements of individual ownership of a residential interest in the Project, including ownership of a Lot and Dwelling thereon, nonexclusive use of the Common Area, and all rights of membership in the Association.

ARTICLE 2  
EASEMENTS AND RESTRICTIONS

2.1 Height Restriction Easements. Lot numbers: 14, 15, 16, AND 17 shall be restricted to a roof height of 5070' above sea level.

2.2 Minimum House size: All lots shall have a dwelling built to a minimum of 1,800 square footage of living space, not including the garage area.

2.3 One Story Homes: Lot numbers: 9, 10, 11, 12, and 13 shall be limited to single-story homes.

2.4 Architectural Review: All lots shall be subject to an architectural review by the Declarant.

The undersigned, being the Delarant herein, has executed this Declaration on the 27<sup>th</sup> day of May 2016.

**DECLARANT:** MJG Holdings, LLC


By: Michael J. Geddes

  
Its: Manager

STATE OF UTAH            )  
  ).SS  
COUNTY OF UTAH        )

On this 27th day of May 2016, before me the undersigned, a Notary Public in and for the State of Utah, duly commissioned and sworn, personally appeared **Michael J. Geddes** to me known to be a Member and duly appointed Manager of MJG Holdings, LLC a Utah Limited Liability Company, and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument by authority of its Operating Agreement.

WITNESS my hand and official seal hereto affixed the da and year first above written.

  
NOTARY PUBLIC

