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**THE CEDARS AT CEDAR HILLS, PLAT "J-3"  
DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS**

**BFK, L.L.C. AT THE CEDARS AT CEDAR HILLS**

**CEDAR HILLS, UTAH COUNTY, UTAH**

THIS DECLARATION ("Declaration") is made this 3 day of March month, 2003 by BFK, L.L.C., A Utah Corporation ("Declarant"), in its capacity as the owner and developer of The Cedars at Cedar Hills, Plat "J-3" in Cedar Hills, Utah.

WHEREAS, BFK, L.L.C., is the legal and beneficial owner of a certain tract of land known as The Cedars at Cedar Hills, Plat "J-3", situated in the City of Cedar Hills, State of Utah, hereafter referred to as the "Subdivision" or "Development."

WHEREAS, Declarant intends to sell individual lots in the Subdivision, which it desires to subject, pursuant to a general plan of improvement, to certain additional Conditions, Covenants, Restrictions and Agreements and Design Standards as hereinafter set forth in.

NOW, THEREFORE, the undersigned Declarant declares that the property described heretofore is held and shall be sold, conveyed, leased, occupied, resided upon, mortgaged and held subject to the following Restrictions, Conditions, Covenant, Agreements and Design Standards between itself and the several owners and purchasers of said property and between themselves and their heirs, successors and assigns:

**ARTICLE I**

**PURPOSE AND EFFECTUATION**

**1.01 Purpose.** The purpose of this instrument is to provide for the preservation of the values of the Lots and Units within The Cedars at Cedar Hills.

**1.02 Mutual and Reciprocal Benefits.** All of the Conditions, Covenants, Restrictions and Agreements set forth herein shall be made for the direct, mutual benefit of each and every lot created on the above-described property and the Conditions, Covenants, Restrictions, Agreements and Design Standards shall run with the land for the benefit of all other lots in the Subdivision.

**1.03 Effectiveness.** From and after the effective date hereof: (a) Each part of the Development and each Lot and Unit lying within the boundaries shall be a part of the development; (b) The Development shall consist of the Lots that are described and depicted on Plat "J-3"; (c) The Declaration of Easements, Covenants, Conditions and Restrictions, including The Cedars Design Standards for the Development shall consist of this document in accordance with the provisions hereafter.

**1.04 Persons Bound by these Covenants, Conditions, Restrictions and Agreements.** All Conditions, Covenants, Restrictions, Agreements and Design Standards herein stated shall run with the land comprising the Subdivision, and all owners, purchasers or occupants thereof shall by acceptance of contracts or deeds be conclusively deemed to have consented and agreed with the present and future owners of said land and with his or their successors and assigns, to conform to and observe the following Covenants, Conditions, Restrictions and Agreements and Design Standards as to the use thereof and construction of residences and improvements thereon.

**1.05 Land Use.** No building shall be erected, permitted to remain on any lot other than one detached single-family dwelling as shown on the final plat and a private garage for not more than three (3) vehicles. The Architectural Review Committee (as described below) shall have the authority to further limit the number of stories and the height of structures on the lots at its sole and exclusive discretion, as described herein and in The Cedars Design Standards.

## ARTICLE II

### DEFINITIONS

**2.01 Architectural Review Committee (ARC).** A committee established pursuant to authorization set forth under ARTICLE III and ARTICLE VI of the Declaration for the purpose of; (1) Overseeing and approving the design of homes within the Development and (2) Reviewing and approving the design and placement of any accessory building, fences or other structures on a lot. The ARC, is to be appointed by the Declarant, shall consist of professionals in the housing industry.

**2.02 Articles.** Articles shall mean and refer to the Declaration of Covenants, Conditions and Restrictions and The Cedars Design Standards, which are or shall be filed in the Office of the Division of Corporation and Commercial Code, State of Utah.

**2.03 Declarant.** Declarant shall mean BFK, L.L.C., a Utah Corporation, its successors and assigns if any, as the developers of The Cedars at Cedars, Plat "J-3".

**2.04 Declaration.** Declaration shall mean the Declaration of Easements, Covenants, Conditions, Restrictions and Design Standards of The Cedars at Cedar Hills, Plat "J-3", as embodied in or attached to this document.

**2.05 Development.** Development shall mean The Cedars at Cedar Hills, Plat "J-3", a single-family subdivision, as it exists at any given time.

**2.06 Lot.** Lot shall mean and refer to any of the separately numbered and individually described parcels of land within the Development as designated on the Plat, intended for single-family, residential use.

**2.07 Owner.** Owner shall mean any person who is the owner of record (as reflected by the records in the office of the County Recorder of Utah County, Utah) of fee or undivided fee interest in any Lot and any contract purchaser of any Lot. Notwithstanding any applicable theory relating to mortgages, no mortgagee nor any trustee or beneficiary of a deed of trust or trust deed shall be an owner unless such party acquires fee title pursuant to foreclosure or sale of conveyance in lieu thereof. Declarant shall be an Owner with respect to each Lot owned by it. Multiple owners of a particular Lot shall be jointly and severally liable as to all responsibilities of an Owner.

**2.08 Plat.** Plat shall mean and refer to the subdivision plat covering the property and any additional plats. Plat "J-3" is a standard subdivision located in the City of Cedar Hills, Utah County, Utah, prepared and Certified by Robbin Mullen (a duly registered Utah Land Surveyor holding Certificate No. 368356), executed and acknowledged by Declarant, accepted by the City of Cedar Hills, and filed for record in the office of the County Recorder of Utah County, Utah, concurrently with this Declaration.

**2.09 Property.** Property shall mean all land and improvements covered by this Declaration.

**2.10 Unit.** Unit shall mean a structure that is designed, constructed and intended for use or occupancy as a single-family residence on a Lot, together with all improvements located on the same Lot and used in conjunction with such residence, including patios, decks, appliances, electrical receptacles and outlets, air conditioning compressors and other air condition apparatus.

### ARTICLE III

#### ARCHITECTURAL AND STRUCTURAL CONTROL

**3.01 Approval Required.** For the purpose of further insuring the development of the Subdivision as a residential project of high standards, the owner or occupant of each lot, by acceptance of title thereto, or by taking possession thereof, covenants and agrees that no building, fence, or other structure shall be placed upon said lot unless and until the plans and specifications and plot plan have been approved in writing by the Architectural Review Committee. Each such building, fence, or other structure shall be placed on the lot only in accordance with the plans and specifications, CC&R's and Design Standards and plot plans. No material alteration of the exterior appearance of any home or other structural improvement in the Subdivision shall be made in conformance with the CC&R's and The Cedars Design Standards. No substitution of materials shall be used unless approval has been given from the ARC and are in conformance with the Design Standards.

**3.02 Standards.** In deciding whether to approve or disapprove plans and specifications submitted by Declarant, the ARC shall use the Covenants, Conditions and Restrictions and The Cedars Design Standards coupled with their best judgment to insure that all improvements, construction, and landscaping within the Development conforms to and harmonizes with existing

surrounding structures. If the plans and specifications meet such criteria, they shall approve the same.

**3.03 Plans and Specifications.** In connection with said approval, complete plans and specifications of all proposed building, structures, walls, and exterior alterations, together with detailed plans showing the proposed location of the same on the particular lot, shall be submitted to the ARC before construction is started, and such construction or alteration shall not be started until written approval thereof is given by the ARC. All plans and specifications for such approval must be submitted at least fourteen (14) business days prior to the proposed construction starting date.

**3.03.1 House Square Footage Requirements.** Ramblers shall consist of a minimum of 1,200 square feet finished on the main floor. Multi-level units shall consist of a minimum of 1,400 square feet finished. Two-story homes shall consist of a minimum of 1,600 square feet finished, and all units shall conform to The Cedars Design Standards.

**3.03.2 Garage Requirements.** All homes shall have a minimum of a two (2) car garage, not to exceed a three (3) car garage as defined by The Cedars Design Standards.

**3.03.3 Exterior Materials.** All materials shall conform to those defined within The Cedars Design Standards.

**3.04 Approvals or Denials.** As to the construction of all homes within the Subdivision, the ARC shall have the right to refuse to approve any design, plans, colors for such improvements, or construction, which is not suitable or desirable in the ARC's opinion, for any reason, aesthetic or otherwise, and in so passing upon such design, the ARC shall have the right to take into consideration the suitability of the proposed improvements, the material of which it is to be built and the exterior color scheme of the proposed home, the harmony thereof with the surroundings, the effect or impairment that such improvements will have on the view of surrounding building sites, and any and all facts that, in the ARC's opinion, shall affect the desirability or suitability of such proposed structure, improvements. Under no condition shall any pre-fabricated or mobile homes be allowed within the development. The approval of the ARC of any plans or specifications submitted for approval as herein required shall not be deemed to be a waiver by the ARC of its right to object to any of the features or elements embodied in such plans and specifications, if or when the same features or elements are embodied in the plans and specifications of any other improvements submitted for the ARC's approval.

**3.05 Modification or Improvement to Unit or Lot.** Any exterior modification or improvement to unit or lot shall be in conformance with the CC&R's and The Cedars Design Standards.

**3.06 Architectural Procedures.** All approvals or disapprovals shall be in writing. All decisions of the ARC shall be final, and neither the Declarant, nor the ARC or their designated representatives shall be subject to any liability thereof. Any errors or omissions in the design of any building or landscaping, and any violations of City ordinances are the sole responsibility of the lot owners and/or their designer or architect. The ARC's review of plans shall in no way be construed as an independent review of the structural or mechanical adequacy of the proposed improvements,

or the architectural soundness thereof, and neither the Declarant, nor the ARC shall have responsibility for a determination of such adequacy or soundness.

**3.07 Compliance with Zoning Ordinances.** All improvements in the Subdivision shall be in accordance with the provisions of the applicable provisions of the City of Cedar Hills zoning ordinances.

**3.08 Temporary Structures.** No trailer, tent, shack or other out-building shall be placed upon or used at any time within the Subdivision as a temporary or permanent residence.

**3.09 Easements.** Easements and rights-of-way are hereby reserved to the Declarant, its successors and assigns, in and over the real property within the Subdivision subject to this Declaration for the erection, construction, maintenance and operation therein or thereon of drainage pipes or conduits and pipes, poles, wires and other means of conveying to and from lots in said tract, gas, electricity, power, water, telephone services, sewage, cable T.V. and other things for convenience to the owners of lots in the Subdivision, including but not limited to, those shown on the Plat. No structures of any kind shall be erected over any of such easements except upon written permission of the Declarant, its successors or assigns. All purchasers of lots shall, by acceptance of contracts or deeds for every lot, thereby be conclusively deemed to have granted an easement to the Declarant to permit the Declarant to take any and all actions necessary to develop the Subdivision, and to improve, market and sell all lots owned by the Declarant therein.

**3.10 Setbacks.** No dwelling, house or other structure shall be constructed or situated on any lots created except in conformity with the "setback" as established on the Lotting Plan, or Set Back Plans as approved by the City. Technical terms such as "setback" and all other such terms as used in this Declaration shall be defined, where possible, and shall have the meaning assigned by the Cedar Hills City Zoning Ordinances or the International Building Code, as applicable.

**3.11 Fences and Walls.** No fence or wall shall be erected, placed or altered on a yard of any Lot unless in accordance with the CC&R's and The Cedars Design Standards.

**3.12 Change in Grade.** The surface grade or elevation of the various lots in the Subdivision shall not be substantially altered or changed in any manner that would affect the relationship of such lot to other lots, spaces in the Subdivision, or that would result in materially obstructing the view from any other lot in the Subdivision.

**3.13 Utilities.** All electric, cable television, telephone and other utility line installments and connections from the property line of any lot to the residence of structures thereon shall be placed underground.

## ARTICLE IV

### NUISANCES AND RELATED MATTERS

**4.01 Nuisances.** No noxious or offensive activity shall be conducted upon any lot, nor shall anything be done thereon that may be an annoyance or nuisance to the neighborhood or the owners or occupants of any other lots in the Subdivision.

**4.02 Pets.** No barn, coop, shed, sty or building of any type shall be constructed for the purpose of housing pigs, cows, sheep, goats, horses, poultry, or any livestock, and none of the foregoing shall be kept, maintained or permitted at any place within the limits of the Subdivision. A reasonable number of household pets will be permitted in accordance with the City of Cedar Hills ordinances, so long as such pets do not constitute a nuisance to other residents of the Subdivision.

**4.03 Storage.** No campers, boats, snow mobiles, ATV's, jet skis or other water-related vehicles, boat-trailer, house-trailer, or any other type of trailer, automobiles, trucks, motor homes, horse or other trailer shall be stored in excess of five (5) days in driveways, or other areas in open view within the Subdivision. No commercial vehicle exceeding three quarters (3/4) of a ton shall be kept or stored upon any lot unless such vehicle is kept or stored in an enclosed garage when not in use. No commercial vehicle owned or in the possession or under the control of any resident or occupant in the Subdivision shall be parked overnight on any street within the Subdivision. "Commercial Vehicle" as defined in this document shall include, but not be limited to, any truck, pickup, van, bus, tractor, station wagon, taxi, automobile, trailer or other vehicle used primarily for business or other commercial purposes as distinguished from vehicles used primarily for the transportation of persons other than for hire or for business or other commercial purposes. Any such uses shall be governed by The Cedars Design Standards.

**4.04 Signs.** Except for signs displayed by the developer during the construction and lot sales period, no signs, other than name plates, shall be displayed to the public view on any lot except one sign not exceeding four (4) square feet for advertising the sale or lease of a lot or political sign not exceeding four (4) square feet and shall be in conformance with The Cedars Design Standards.

**4.05 Drilling and Mining.** There shall be no oil drilling, mining, quarrying or related operations of any kind permitted upon any lot.

**4.06 Rubbish.** No rubbish shall be stored or allowed to accumulate anywhere in the Subdivision, except in sanitary containers. Rubbish shall include, but not be limited to bushes or weeds, household wastes, and automobiles, campers, trailers, boats, or parts thereof, which have been in a state of disrepair or unassembled for a period exceeding fourteen (14) days. Trash, garbage or other wastes shall be kept in sanitary containers, maintained in a clean and sanitary condition and stored in garages or screened by adequate planting or fencing so as to be concealed from view of neighboring lots and streets.

**4.07 Transmitting and Receiving Equipment.** No external radio, citizen's band, ham radio or any similar transmitting and/or receiving antennas or equipment shall be placed upon any structure or lot; provided, however, television and radio antennas or other electronic reception devices may be erected so long as they shall be completely erected, constructed and placed within the enclosed area of the dwelling or garage on the lot. Any installation of a satellite reception dish on any lot shall be located so that it is obscured from view of the street and neighbors by fencing, plants, or tasteful

construction to obscure the dish. No satellite dish shall exceed twenty-four (24) inches in diameter and all such equipment shall conform with The Cedars Design Standards.

**4.08 Installation and Maintenance of Landscaping.** The homeowners or homebuilder shall plant the front and rear yards and landscape the front yard of all lots, including a sprinkling system, within ninety (90) days of the closing of the purchase of the lot, unless seasonal conditions preclude such planting, in which case the planting will be performed as soon as possible, but in no case later than June 1 of the first summer of ownership and shall conform to The Cedars Design Standards.

## ARTICLE V

### ADDITIONAL COVENANTS

**5.01 Breach or Violation of Covenants.** In the event of a violation or breach or attempted violation or breach of any of these Covenants, Conditions, Restrictions, Agreements and Design Standards by any person or concern claiming by, through or under the Declarant, or by virtue of any judicial proceedings, the Declarant, or the owner of any Lot in the Subdivision, or any of them, jointly or severally, shall be authorized to take such legal or administrative action as it deems appropriate and is consistent with the laws of the State of Utah, to enforce said Covenants, Conditions and Restrictions and Design Standards.

**5.02 Recovery.** In the event that the Declarant, or any property owners in this subdivision are successful in prosecuting any violation of these Restrictive Covenants or Design Standards, he may recover (in addition to any other damages) costs, and expenses of the litigation, including reasonable attorneys fees from the party found to be in violation thereof.

**5.03 Effect or Waiver or Breach or Failure to Enforce.** Each and all of the Covenants, Conditions, Restrictions, Agreements and Design Standards contained herein shall be deemed and construed to be continuing, and the extinguishment of any right of re-entry or reversion for any breach shall not impair or affect any of the Covenants, Conditions, Restrictions, Agreements and Design Standards, so far as any future or other breach is concerned. It is understood and agreed by and between the parties hereto that no waiver or a breach of any of the Covenants, Conditions, Restrictions and Agreements herein contained shall be construed to be a waiver of any other breach of the same, or other covenants, conditions, restrictions, and agreements; nor shall failure to enforce any one of such, either by forfeiture or otherwise, be construed as a waiver of any other covenants, conditions, restrictions or agreements.

**5.04 Severability.** Invalidation of any one or any portion of any one of the Covenants, Conditions, Restrictions or Design Standards by judgement or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

**5.05 Declarant's Right to Amend.** The Declarant shall have the right, at any time, at its sole discretion, to amend this Declaration in a manner in which it believes will be most beneficial for the Subdivision, so long as it owns lot within the Subdivision.

ARTICLE VI

ARCHITECTURAL REVIEW COMMITTEE

6.01 Architectural Review Committee. The Architectural Review Committee ("ARC") shall be appointed by the Declarant and shall consist of five (5) members. The ARC shall pass upon, approve or reject any plans or specifications for improvements to be made on lots in the Subdivision, and to enforce the Conditions, Covenants, and Restrictions as set forth herein, and standards found in The Cedars Design Standards, as stated in the Development Agreement dated February 16, 2001, and recorded in the Office of the Utah County Recorder, Utah County, State of Utah, Entry 21551:2001 on March 7, 2001, at 3:07 p.m. and made an attachment hereto, so that all structures shall conform to the restrictions and general plans, of the Declarant, for the improvement and development of the whole Subdivision. The ARC may act by any three (3) of its members, and the approval of any plans for the construction of homes or improvements to The Cedars at Cedar Hills and must have a stamp of approval and be signed by three (3) members of the ARC.

6.02 The Declarant shall control the ARC and may fill any vacancies therein for so long as the Declarant owns any lots in the Subdivision. Once all the homes in The Cedars at Cedar Hills are constructed, the ARC will be dissolved.

6.03 The Initial Members of the Architectural Review Committee shall consist of:

Kenneth G. Briggs - Keith Nielsen - Craig Nielsen - Ty Briggs - Max Morgan - Jeff Duke

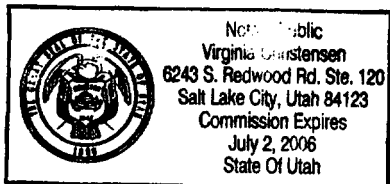
IN WITNESS WHEREOF, the undersigned has executed this document on this 3<sup>rd</sup> day of March, 2003.

BFK, L.L.C.

*Francis Black*  
*Sophie M. Black*  
Signature

State of Utah )  
) ss.  
County of Utah )

On this 3 day of March, 2003, personally appeared before me Francis Black & Sophie Black, whose identity is known to me and who by me duly sworn, did say that They the OWNERS of BFK, L.L.C. and that said document was signed in behalf of said corporation, and said acknowledged to me that said corporation executed the same.



*Virginia Christensen*  
Notary