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DECLARATION OF PROTECTIVE COVENANTS,  
AGREEMENTS, RESTRICTIONS, AND CONDITIONS  
AFFECTING THE REAL PROPERTY KNOWN AS TEMPLE  
RIDGE SUBDIVISION. PHASE 2

ENT 128013 BK 4892 PG 273  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
1998 Dec 09 3:39 pm FEE 62.00 BY SS  
RECORDED FOR BLACKHAWK REALTY

PREAMBLE

The undersigned Temple Ridge at Cedar Hills, L.L.C., being owner of the land hereinafter described as Temple Ridge Subdivision, Phase 2, located in The Town of Cedar Hills, Utah County, Utah, endeavoring to develop a new and distinctive residential area which will both compliment The Town of Cedar Hills with a neighborhood of classic beauty as well as provide home owners with a location of stately presence and protected quality, does hereby make this declaration of Protective Covenants, Agreements, Restrictions, and Conditions as follows, to wit: Lots 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 67, 68, 73, 74, 79, 80, 81, 82, 83, 84.

BOUNDARY DESCRIPTION

BEGINNING AT A POINT WHICH IS NORTH 89°13'19" EAST ALONG THE SECTION LINE 663.18 FEET AND NORTH 229.82 FEET FROM THE SOUTH 1/4 CORNER OF SECTION 6, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 89°56'14" WEST 127.50 FEET; THENCE NORTH 86°22'10" WEST 56.11 FEET; THENCE <sup>North</sup> 89°56'17" WEST 271.57 FEET; THENCE NORTH 00°03'43" EAST 25.85 FEET; THENCE SOUTH 89°48'42" WEST 191.70 FEET; THENCE NORTH 00°02'04" EAST 198.62 FEET; THENCE NORTH 82°47'47" WEST 46.68 FEET; THENCE NORTH 00°02'07" EAST 118.43 FEET; THENCE NORTH 01°07'27" WEST 56.98 FEET; THENCE NORTH 09°32'45" EAST 117.82 FEET; THENCE NORTH 82°36'52" WEST 12.58 FEET; THENCE NORTH 06°08'12" EAST 111.23 FEET; THENCE NORTH 27°08'46" EAST 59.99 FEET; THENCE NORTH 00°02'01" EAST 275.66 FEET; THENCE NORTH 89°48'45" EAST 248.04 FEET; THENCE SOUTH 39°48'30" EAST 40.89 FEET; THENCE SOUTH 70°20'36" EAST 54.38 FEET; THENCE SOUTH 81°57'44" EAST 23.52 FEET; THENCE SOUTH 48°15'29" EAST 47.01 FEET; THENCE SOUTH 74°08'54" EAST 46.49 FEET; THENCE SOUTH 82°36'43" EAST 49.04 FEET; THENCE SOUTH 69°47'25" EAST 75.16 FEET; THENCE SOUTH 59°08'01" EAST 41.63 FEET; THENCE SOUTH 66°41'49" EAST 45.84 FEET; THENCE NORTH 85°07'06" EAST 22.91 FEET; THENCE SOUTH 00°03'43" WEST 800.53 FEET TO THE POINT OF BEGINNING.

Whereas the undersigned is the legal and beneficial owner of the tract of land located in Utah County, Utah, described as follows: Temple Ridge Subdivision, Phase 2.

Whereas the undersigned are about to sell the property as heretofore described being desirous to subject said property, under a general plan of improvement, to certain covenants, agreements, restrictions, and conditions, between them and the several purchasers of said property themselves as hereinafter set forth:

The undersigned declare that the property described heretofore is held and shall be sold, conveyed, occupied, resided upon, hypothecated and held subject to the following Covenants, Agreements, Restrictions, and Conditions between it and the several owners and purchasers of said property as between themselves and their heirs, successors, and assigns.

## 1. MAINTENANCE

1.A. ARCHITECTURAL CONTROL. Creation of Design Review Committee. The Design Review Committee, hereinafter called the Committee, shall consist of 3 members. The initial Design Control Committee will consist of: Mike Kelly, Lori Kelly and Dale Dellamus. At such time when 75% of the lots have been sold the lot owners shall meet and elect a new committee to replace the initial committee.

1.A.1. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plot plan showing the location of the structure have been approved by the Committee as to quality workmanship and materials, harmony of external design, colors, and size with existing structures, and as to location with respect to topography and finish grade elevation. No structure shall present an unfinished appearance for a period of more than twelve months from the beginning of construction. All construction must be completed within one year after the commencement of construction, including all exterior site improvements and front yard landscaping. Back yard landscaping must be completed within twelve months of obtaining a Certificate of Occupancy. Construction must commence within two

years of the purchase of the lot. The Committee may conduct a final inspection to insure final completion of both construction and landscaping. Owner will be notified of inspection.

1.A.2. The Committee's approval or disapproval as required in these covenants shall be in writing. The Committee shall be substantially governed by the building and zoning ordinances of The Town of Cedar Hills except where stricter provisions are deemed to be appropriate to maintain the integrity of the development and the overall objectives of the owner\developer or purchaser of the subject property or where specific provision of these covenants are applicable.

1.B. DESIGN REVIEW DEADLINE. Upon receipt by the Committee of a written request for approval provided for or required by this agreement, the Committee shall within 14 days after receipt of such request for approval, either; (A) Approve the plans and specifications as submitted, or (B) Notify party making such a request of any objections thereto (such objections to be specifically stated) and such party may within 15 days thereafter resubmit its request for approval rectifying any such objections to the Committee. The committee shall then have an additional 15 days after receipt of said revisions to approve or disapprove same. Failure to give any written notice of disapproval within the periods provided for above shall constitute approval thereof by the Committee.

1.C. LOT MAINTENANCE. Construction sites will be kept clear of any debris, such debris and excavation dirt shall not be permitted on any streets or sidewalks. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any lot, or no odors or loud noises shall be permitted to arise or emit therefrom, so as to render any such lot or any portion thereof, or activity thereon, unsanitary, unsightly, offensive or detrimental to any other lot in the vicinity thereof or to the occupant of such other lot. Normal construction activities and parking in connection with the building of improvements on a lot shall not be considered a nuisance or otherwise prohibited by this declaration, but lots shall be kept in a neat and tidy condition during construction periods. Trash and debris shall not be permitted to accumulate, and supplies of brick, block, lumber and other building materials will be piled only in such areas as may be approved by the

Committee. In addition any construction equipment and building materials stored or kept on any lot during construction of improvements may be kept only in areas approved by the Committee, which may also require security of the storage area.

1.C.1. Improper Maintenance of Lot. Each Lot within the Subdivision shall be maintained by its Owner without regard to whether or not any improvements have been constructed thereon by said Owner. In the event that: (a) Any portion of any Lot is so Maintained as to present a public or private nuisance; or substantially detract from the appearance or quality of the surrounding Lots or other areas of the Subdivision which are substantially affected thereby or related thereto; or (b) any portion of a Lot is being used in a manner which violated Declaration; or any Owner fails to perform any of its obligations under this Declaration or the Committee shall have the right to cause such landscaping and maintenance to be performed and the cost of such maintenance or repairs, shall constitute a Maintenance Charge to which such Owner's Lot shall be subject and the Maintenance Charge shall be secured by the Maintenance Charge Lien as set forth herein.

1.C.2. Notice to owner. In the event that any Park Strip or Lot is not maintained or repaired as set forth herein, then the Committee may, by Resolution, make a finding to such effect. Said Resolution shall specify the particular condition or conditions which exist on said Lot. Upon adoption of such a Resolution, the Committee shall give written notice thereof to the Owner of the applicable Lot, that, unless the conditions stated in the Resolution are corrected within fourteen (14) days of the date of such notice, the Committee shall have the right, without further notice or demand, to cause the conditions set forth in the Resolution to be corrected at said Owner's cost. If at the expiration of said fourteen (14) days the required corrective action has not been taken, the Committee shall be authorized and empowered to cause such action to be taken and the cost thereof shall be added to and become part of the Maintenance Charge levied against said Lot and shall be secured by the Maintenance Charge Lien. The Maintenance Charge shall be levied against only the Lot set forth in the Resolution adopted by the Committee. Written notice of the amount of Maintenance Charge shall be due and payable in full within five (5) days of the date of such notice.

1.C.3. Maintenance Charge Lien. The Maintenance Charges, together with interest, costs, and reasonable attorney's fees, shall be secured by a lien (the "Maintenance Charge Lien"), on the Lot to which such charges relate in favor of the Committee, and such charges, costs, expenses shall be continuing servitude and be a charge on the Lot, shall attach from the date when the unpaid charge shall become due and shall be a continuing lien upon the Lot against which each such assessment is made until paid in full. Each such Maintenance Charge, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the Owner of such Lot at the time the Maintenance Charge becomes due. The Maintenance Charge Lien may be foreclosed by the Committee in the same manner as a mortgage on real property upon the recording of a Notice of Delinquent Maintenance Charge as set forth herein, however, there shall be no right to redeem the Lot from the purchaser of the Lot at any foreclosure sale conducted pursuant to such action. The Committee shall be entitled to purchase the Lot at any such foreclosure sale.

1.C.4. Effect of Nonpayment. Any Maintenance Charge not paid within five (5) days of the date written notice of the amount thereof shall be deemed delinquent and shall bear interest at the rate of eighteen percent (18%) per annum from due date until paid. The Owner of the applicable Lot shall be liable for all costs, including attorney's fees, which may be incurred by the Committee in collecting the same. The Committee may also record a Notice of Maintenance Charge Lien against any Lot as to which a Maintenance Charge is delinquent. The Notice shall be executed by a member of the Committee, set forth the amount of the unpaid assessment, the name of the delinquent Owner and a description of the Lot. The committee may establish a fixed reasonable fee to reimburse the Committee for the Committee's cost in recording such Notice, processing the delinquency and recording a release of said lien, which fixed fee shall be treated as part of the Maintenance Charge of the Committee secured by the maintenance Charge Lien. The Committee may bring an action at law against the Owner personally obligated to pay the delinquent assessment and/or foreclose against said Owner's Lot. Commencement of an action against said Owner shall not be deemed to be a waiver of the right to foreclose the lien granted herein unless and until all amounts due are paid in full. No Owner may waive or otherwise avoid liability for the assessments provided for herein

by non-se or abandonment of His/Her Lot.

1.C.5. Priority of Lien. The Maintenance Charge Lien provided for herein shall be subordinate to any first mortgage lien held by, or first deed of trust of which the beneficiary is a lender (or its successors or assigns) who has previously lent funds the security of which is the Lot against which the Maintenance Charge Lien is assessed, and shall also be subject to and subordinate to liens for taxes and other public charges. Except as provided above, the maintenance Charge Lien shall be superior to any and all charges, liens or encumbrances which may in any manner arise or be imposed upon the applicable Lot after the date and time of the recordation of the Notice of Maintenance Charge Lien. Sale or transfer of any Lot shall not affect the Maintenance Lien.

1.D. REPAIR OF IMPROVEMENT. No improvements on any Lot shall be permitted to fall into disrepair and such improvements shall at all times be kept in good condition and repair adequately painted or otherwise finished.

## 2. BUILDINGS

### 2.A. EASEMENTS.

2.A.1. Setbacks: All setbacks shall be in accordance with The Town of Cedar Hills building requirements.

2.A.2. No lot may be further subdivided nor may any easement or other interest therein, less than the whole, be conveyed by the Owner thereof without the prior written approval of the committee; provided, however, that nothing herein shall be deemed to prevent or require the approval of the Committee for the transfer or sale of any lot to more than one person to be held by them as tenants in common or joint tenants.

2.A.3. All easements as shown on the recorded subdivision plat must be kept free of building encroachment. These easements are part of the lot and shall be maintained by the Lot Owner.

2.B. SQUARE FOOTAGE. The ground floor area of the main structure, exclusive of garage or open porch area shall not be

less than 1600 square feet for a one story dwelling. In case of a split level or two story structure the total area (exclusive of garage and open porch areas) of the combined levels from curb level up may not be less than as follows: 1400 square feet on the main level of a two story home with a minimum of 2200 square feet above grade on an interior lot or 1200 square feet on the main level of a two story home with a minimum of 1800 square feet above grade on a corner lot.

2.C. EXTERIOR.

2.C.1. Only those exterior materials that will harmoniously support the objective of the development may be used, which must specifically be, 100% rock, stone, brick or stucco. No log houses will be allowed. No siding will be allowed.

2.C.2. All stacks and chimneys from fireplaces in which combustibles other than natural gas are burned shall be fitted with spark arresters. Each residence shall have and maintain in operable condition at least 100 feet of garden hose readily accessible, connected or immediately adjacent to a year round water source.

2.C.3. Exterior antennas are prohibited. Exposed metal flues, vents, ventilators, or other rooftop protrusions shall be coated or painted with a neutral color which will blend harmoniously with surrounding landscaping and related improvements. No evaporative coolers will be allowed on roofs or connected to windows.

2.C.4. T.V. dishes will be allowed provided they are placed or screened so they are not visible to neighboring properties and streets. The location of T.V. dishes must be approved by the Committee.

2.C.5. Exterior lighting that is detached from residence will not be allowed, unless approved by the Committee. (Such as tennis court lighting)

2.D. GARAGES. One Story attached garages must accommodate at least two vehicles. Additionally a detached garage which will accommodate one or more vehicles shall be permitted behind the main structure or at a 60 foot setback from the front of the lot

line.

2.E. FENCES. No fence or wall shall be erected, placed, or altered on any lot nearer to any street than halfway between the average front and rear lines of the main structure. Permissible materials for the construction of fences shall be wrought iron, brick, stone, white vinyl, 2" iron tubing. No chain link.

2.F. TRADES/ACTIVITIES. No obnoxious or offensive trade or activity shall be conducted upon any lot, nor shall anything be done thereon which may be an annoyance or nuisance to the neighborhood. No clothes drying or storage of any such articles which are unsightly in the opinion of the Committee will be permitted, unless in enclosed areas built and designed for such uses. The committee may abate or correct any violation hereunder and the individual lot Owner shall pay the reasonable expenses incurred thereby and no liability shall attach to the committee or its representatives in acting pursuant to the provision of these covenants and enforcing the terms thereof, including abatement of nuisances.

2.G. SIGNS. No signs, posters, displays or other advertising devices of any character shall be erected or maintained on or shown or displayed to public view on any lot without express written consent of committee; provided, however, that the restrictions of this paragraph shall not apply to any sign or notice seven square feet or smaller in size which states that the premises are for rent or sale. The Committee may cause all unauthorized signs to be removed. This section shall not apply to any signs used by declarant or its agents in connection with the original construction and sale of lots.

### 3. LAND USE

3.A. LOT USAGE. No lots shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than a detached, single family dwelling and private garage.

3.B. OUT BUILDINGS. It is understood that out buildings such as swimming pool and tennis court dressing facilities may be constructed on any lot as long as they are in conformity with the requirements of this declaration and are approved by the



Committee. All pools must be fenced in strict compliance with local ordinances.

3.C. PARKING OR STORAGE OF VEHICLES. No articles, material, equipment or vehicles of any nature shall be parked or stored on any street located within the Subdivision. Licensed, passenger vehicles (i.e. visitor vehicles) may be parked in the streets of the Subdivision for brief periods of time (i.e. less than 24 hours), overnight parking of such vehicles should generally be restricted to the driveway of the dwelling being visited. No automobiles, trailers, boats, racks, snowmobiles, motor homes, recreational vehicles or any other type of vehicle shall be stored on driveways. Such vehicles that are properly licensed and in running condition may be stored on side lots if properly screened from view. The front bumper of such vehicles cannot protrude past the home. The acceptability of the screening structure must be approved by the Committee. Horses will not be allowed to be kept on any lot.

3.D. GARBAGE AND REFUSE DISPOSAL. No lot shall be used as or maintained as a dumping ground for rubbish, trash, garbage or other waste and such materials shall not be kept except in covered containers. All trash containers shall be covered and kept screened from view of street in suitable enclosed areas except during collection. All equipment for the storage or disposal of trash or such materials shall be kept in a clean and sanitary condition. The burning of rubbish, leaves, or trash within the subdivision is prohibited. Each lot and its abutting street is to be kept free of trash, weeds, and other refuse by the lot Owner. No unsightly material or objects are to be stored on any lot in the view of the General Public.

3.E. OIL/MINERAL MINING. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick gas shall be erected, maintained, or permitted upon any lot.

#### 4. LANDSCAPING

4.A. FOLIAGE. Only such foliage shall be removed from each lot as is necessary for clearing the driveway, excavation for the

foundation, and for lawn and patio areas. Trees, lawns, shrubs, and other plantings provided by the Owner either before or after construction of residence upon said lot shall be properly maintained or replaced at the Owner's expense upon request of the Committee.

4.B. SOIL/SLOPE. Top soil is to be scraped and stock piled before excavation for footings or foundations. The top soil is to be replaced at time of finish grading on each lot. No planting or structures shall be placed or permitted which may damage or interfere with established slope ratios, create erosion or change direction of drainage channels. All materials used to retain and contour the slope of any lot or improvement must conform with the natural beauty and color of the subdivision and must be approved by the Committee. Each dwelling unit shall have installed surrounding it an outdoor sprinkling system for fire protection and irrigation.

4.C. Trees. Buyers of lots numbered 30, 31, 32, 35, 72, 77, 86, and 53 bordering Harvey Blvd. on the north side of Harvey Blvd. shall be required to plant a three (3) inch caliber size tree "Queen Emerald Maple" as designated by the Architectural Control Committee on the north side of Harvey Blvd. and on the south side of the lot. Each homeowner must plant a total of four (4) deciduous trees of at least a three (3) inch caliber size.

## 5. TERMS

These covenants are to run with the land permanently and shall be binding on all parties in ownership thereof and all parties claiming under them, unless an instrument signed by a three-fourths majority of the then owners of the lots has been recorded, agreeing to change the covenants in whole or in part. In making such changes, the owner is entitled to one vote for each lot held within the protected area.

## 6. AMENDMENTS

These covenants may be amended upon written approval of at least fifty-one percent of the owners of lots within the protected area. Each owner is entitled to one vote for each lot owned in said protected area.

7. SEVERABILITY

Invalidation of any of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

8. PARAGRAPH HEADINGS

Paragraph headings and phrases at the beginning of certain paragraphs are inserted only as a matter of convenience and for reference, and in no way are, or are they intended to be, part of this Declaration nor are they in any way to define, limit or describe the scope or intent of the particular paragraph to which they refer.

IN WITNESS WHEREOF, the undersigned Declarant herein has hereunto set its hand this 9<sup>th</sup> day of DECEMBER, 1998.

TR Inc. by Lanier R. Omon, President, Managing Member  
Temple Ridge at Cedar Hills, L.L.C.

STATE OF UTAH )  
                  *Was* )  
COUNTY OF SALT LAKE )

On the 9 day of Dec., 1998, personally appeared before me Lanier R. Omon, Managing Member, Managing Member of Temple Ridge at Cedar Hills, L.L.C., the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

Randall L. Childs  
Notary Public

