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RASHELLE HOBBS
Recorder, Salt Lake County, UT
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BY: eCASH, DEPUTY - EF 12 P.

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
HAYFIELD COURT

A SUBDIVISION LOCATED IN
BLUFFDALE CITY
SALT LAKE COUNTY
STATE OF UTAH

HANCOCK PARTNERS, LLC,
a Utah limited liability company
DEVELOPER

WHEN RECORDED RETURN TO:

*HANCOCK PARTNERS, LLC.
233 NORTH 1250 WEST
SUTIE 202
CENTERVILLE, UT 84014*

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR HAYFIELD COURT**

This Declaration of Covenants, Conditions and Restrictions (the "Declaration") is made on the date hereinafter set forth by the undersigned Hancock Partners, LLC, a Utah limited liability company, hereinafter referred to as the "Developer".

RECITALS:

- A. WHEREAS, Developer is the owner of certain real property located at approximately 13877 South 4000 West, Bluffdale City, Salt Lake County, Utah, described more particularly on Exhibit "A" attached hereto and incorporated herein by this reference (the "Property"); and
- B. WHEREAS, the Developer has subdivided the Property into four (4) Lots, numbered 1-4, inclusive; and
- C. WHEREAS, by subjecting the Property to this Declaration, it is the desire, intent and purpose of Developer to provide a general plan for development of the land, create a community in which beauty shall be substantially preserved, which will enhance the desirability of living on that real estate subject to this Declaration, and which will increase and preserve the attractiveness, quality and value of the lands and improvements therein.

COVENANTS, CONDITIONS & RESTRICTIONS:

NOW, THEREFORE for the reasons recited above, the Developer hereby covenants, agrees, and declares that the Property shall be subject to the following covenants, conditions and restrictions:

- 1. **Definitions.** The following definitions shall apply to this Declaration:
 - a. "Accessory Building" shall mean and refer to any structure which is (a) not the preliminary structure, containing at least 120 square feet, and requires a building permit, and shall not include any shed, shack or other out-building for which a building permit is not required.
 - b. "Builder" shall mean an owner, developer or contractor who obtains a construction or occupancy permit for one or more Lots.
 - c. "Design Guidelines" shall mean and refer to the Bluffdale City requirements as well as those set forth on Exhibit "C" attached hereto and incorporated herein by this reference.
 - d. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, but excluding those having such interest merely as security for the performance of an obligation.

e. **“Person”** shall unless otherwise indicated mean and refer to a natural person, corporation, partnership, trust, limited liability company, or other legal entity.

f. **“Plans and Specifications”** shall mean and refer to any and all documents designed to guide or control the construction of an Improvement, or alterations, modifications, changes, additions and the like thereto, including without limitation all documents indicating the size, shape, configuration and/or materials, to be incorporated; all site plans, excavation and grading plans, elevation drawings, floor plans, techniques, samples of exterior colors, plans for utility services, and all other documentation or information relevant to the improvement or proposal in question.

g. **“Plat Map”** shall mean and refer to the “Final Subdivision Map of HAYFIELD COURT,” as it may be amended from time to time. The Plat Map will show the location of the Lots.

h. **“Project”** shall mean the Subdivision.

i. **“Subdivision”** shall mean the Hayfield Court Subdivision.

2. **Area of Application.** This Declaration shall apply to all of the Property.

3. **Architectural and Related Issues.** The aesthetics, integrity and harmony of the original design, and the quality of construction and materials throughout the Subdivision is important, and therefore all architectural designs, plans, specifications, construction materials, and construction must be consistent with the restrictions set forth herein governing the Subdivision.

4. **Plans and Specifications.** No Dwelling shall be constructed or altered unless it meets the following minimum requirements:

a. Strictly comply with the Design Guidelines. In the event of any conflict, inconsistency or incongruity between the Design Guidelines and any other provisions set forth herein, the former shall in all respects govern and control.

b. Only single family residential “Dwellings” are allowed.

c. The height of any Dwelling shall not exceed two stories above ground.

d. Slab-on-grade Dwellings and Dwellings without basements are discouraged but not prohibited.

e. Each Dwelling shall have a private garage for not less than three (3) motor vehicles.

f. The Dwelling exteriors, in their entirety, must consist of any of the following materials: maintenance-free stucco, masonry, stone, cement or hardie board and/or wood (excluding round logs common to log cabin style designs). No portion of the exterior of

the Dwellings may employ round logs (e.g. log-cabin style), or any type of siding or exterior panels made of vinyl, aluminum, or plastic.

- g. Any detached accessory building must conform in design and materials with the primary residential Dwelling. Any and all accessory building plans must be submitted, reviewed and approved in advance by Bluffdale City.
 - h. Landscaping and all grading and drainage shall be designed in such a way to control water run-off so that any Lot within the Subdivision will not be adversely affected by another. Furthermore, the grades initially established.
 - i. Fencing in the front yard setback area is discouraged, although decorative fencing such as wrought iron, masonry and select types of vinyl are allowed in the front yard setback area, provided they strictly comply with Bluffdale City height standards. No fence or similar structure may be built in any front yard setback area to a height in excess of four (4') feet, nor shall any fence or similar structure be built in any side or rear yard in excess of six (6) feet. Neither chain link nor wood fencing is allowed under any circumstance. Fences constructed of vinyl or masonry products are approved.
 - j. The following conditional uses may also be allowed:
 - 1) Swimming pool, cabana, equipment building/other outdoor recreational activities (i.e., tennis courts, basketball court, soccer pitch, batting/pitching apparatus, etc.); and
 - 2) Accessory Buildings, barns, permanent storage sheds, detached garage structures, workshops, detached conservatories/greenhouses etc.
5. **Limitation of Liability.** The Developer, or any of its employees, agents, representatives or consultants shall not be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the provisions of this Declaration, nor for any structural or other defects in any work done according to such plans and specifications. By accepting a deed or other document of conveyance to a Lot, each Owner agrees to and shall defend, indemnify, save and hold the Developer, and its employees, agents, representatives or consultants, harmless from any and all loss, damage or liability they may suffer, including defense costs and attorney fees, as a result of any claims, demands, actions, costs, expenses, awards or judgments arising out of their review or approval of architectural designs, plans and specifications.
6. **Enforcement of Architectural Guidelines.** Any construction, alteration, or other work done in violation of this Declaration shall be considered to be nonconforming. Upon written request an Owner shall at his own cost and expense remove such non-conforming construction, alteration, or other work and shall restore the land to substantially the same condition as existed prior to the non-conforming construction, alteration, or other work.
7. **Contractors.** Any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of this Declaration may be excluded from

the Subdivision, subject to the notice and the opportunity to be heard. In the event of sanctions after notice and hearing, the Developer, nor its employees, agents, representatives or consultants shall be held liable to any person for exercising the rights granted by this Section.

8. **Use Restrictions and Nature of the Project.** The Lots are subject to the following use restrictions which shall govern both the architecture and the activities within the Subdivision:
- a. **Private Residence.** No Lot shall be used except for residential purposes and all residents shall be obligated by the following requirements: no temporary structure including trailers, tents, shacks, garages, barns or other outbuildings shall be used on any Lot at any time. No Dwelling shall be rented on a seasonal basis or for hotel or transient use. Individual rooms may not be rented to separate persons. The initial term of any lease shall be at least six (6) months. All leases shall be in writing.
 - b. **Business Use.** As permitted by Bluffdale City.
 - c. **Storage and Parking of Vehicles.** As permitted by Bluffdale City.
 - d. **Garbage and Refuse Disposal.** No Lot shall be used as a dumping ground. All trash, garbage, debris, rubbish or other waste shall be kept in a sealed, sanitary bag or container, and stored out of sight except for a twenty-four (24) hour period on pick-up days.
 - e. **Aerials, Antennas, and Satellite Systems.** As permitted by Bluffdale City.
 - f. **Animals and Pets.** As permitted by Bluffdale City.
 - g. **Laws.** Nothing shall be done or kept in, on or about any Lot or any part thereof, which would be a violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body.
 - h. **Damage or Waste.** Each Owner shall repair any damage he or any other residents, guests, or invitees of his Lot may cause to another Owner, Lot, or Dwelling, and promptly restore the property to its original condition.
 - i. **Signs.** No signs, billboards or advertising structures or devices of any kind may be built, installed or displayed on the Property or any Lot except for a single sign with a maximum size of 2' x 2' for specific purpose of advertising the sale or rental of a Dwelling; provided, however, this restriction does not apply to and is not binding upon the Developer or Builder, who may use whatever signs it deems appropriate to market its Lots.

- j. **Zoning.** All land use and buildings shall be in compliance with all zoning and land use ordinances as well as all regulations of the municipalities and agencies governing the Subdivision land use and buildings.
- k. **Landscaping.** Owners have 1 year to install park strip landscaping according to Exhibit "B" hereto and the Landscape Plan on pages L-100 and L-101 of Approved Subdivision Construction Plans. This includes the installation of an automatic sprinkler/irrigation system, planting of trees and laying of sod, in accordance with the Street Tree Planting Plan, a copy of which is attached hereto, marked Exhibit "B" and incorporated herein by this reference. The Owner is responsible for the initial planting of trees. Trees, lawns, shrubs, or other plantings placed on a Lot shall be properly nurtured, maintained and replaced by the Owner. Pasture areas must be maintained and well kept. Any weeds or diseased or dead lawn, trees, ground cover, bushes or shrubs shall be removed and replaced. All replacement trees in the park strip must also satisfy the requirements of the Street Tree Planting Plan. The landscaping of a Lot may not adversely affect the value or use of any other property or detract from the original design scheme and appearance of the subdivision. No concrete, cement or masonry products, pavers, brick, stone, cobblestone, tile, terrazzo, slabs, slate, rocks, pebbles, gravel, permeable pavements and so forth or other artificial or impermeable surfaces (collectively "controlled surfaces") may be installed or constructed as landscaping in the park strip. Should any Lot Owner fail to comply with the provisions of this paragraph, the Developer shall have the right to seek an order from a court of proper jurisdiction requiring specific performance to comply with the provisions hereof or to recover damages, or both, and shall also have the authority but not the obligation to complete the landscaping or restore the property to its original condition without being guilty of a trespass, and require the Owner to pay the cost of labor and materials. The costs and expenses incurred, including a reasonable attorney's fee, whether or not a lawsuit is filed, shall be considered the personal obligation of the Owner and shall constitute a lien on the interest of the Owner in such property, enforceable at law or equity, until payment is made.
- l. **Easements.** Easements and rights of way for the installation and maintenance of utilities, drainage systems and facilities, and irrigation are reserved, as set forth herein and in the legal descriptions of the Property. Within these easements and rights of way, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in, on or about the easements and rights of way, or which may obstruct or retard the flow of water through the drainage channels in the easements and rights of way. The easement and right of way area of each Lot and all improvements within said area shall be maintained continuously by their Owners, excepting those improvements for which a public authority or utility company is expressly responsible.
- m. **Slope and Drainage Control.** No structure, plant, improvement or other material may be placed or permitted to remain, or other activities undertaken which may damage or interfere with established Lot ratios, create erosion or sliding problems, or which

may change the direction or flow of drainage channels, or obstruct or retard the flow of water through the channels. It shall be the responsibility of the Owner to see that his Lot strictly conforms with the grading and drainage plan established by Bluffdale City.

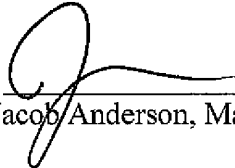
- n. **Nuisances.** No noxious or offensive activity shall be carried on, in or about the Property, nor shall anything be done or permitted thereon which may be or may become an annoyance, disturbance, bother or nuisance to the neighborhood, or which might interfere with the right of other residents to the quiet and peaceful enjoyment of their property.
 - o. **Temporary Structures.** No structure of a temporary nature or character, including but not limited to any trailer, shack, shed, tent, garage, barn or other out-building shall be used on any Lot at any time as a residence.
 - p. **Secondary Water Lines.** A secondary water line with access to Welby Jacob Canal water has been installed across the back perimeter of each Lot. The secondary water line is gravity fed from the Welby Jacob Canal. Owner will be responsible, at their own cost, to pressurize their own secondary water system from the secondary water line. Owner may not impede or obstruct any other Owner's use of the secondary water line whether up or downstream. Owner(s) will be required to maintain the secondary water line.
9. **Interpretation.** To the extent Utah law is consistent with this Declaration, such provisions shall supplement the terms hereof and are incorporated herein. The captions which precede the Articles and Sections of this Declaration are for convenience only and shall in no way affect the manner in which any provision hereof is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the term "shall" is mandatory and the term "may" is permissive, the whole shall include any part thereof, and any gender shall include both other genders. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity or enforceability of the remainder hereof.
10. **Covenants to Run with Land.** This Declaration and all the provisions hereof shall constitute covenants to run with the land or equitable servitudes, as the case may be, and shall be binding upon and shall inure to the benefit the Developer and all parties who hereafter acquire any interest in a Lot, the Subdivision or the Property, and their respective grantees, transferees, heirs, devisees, personal representative, successors, and assigns. Each Owner or resident of a Lot shall comply with, and all interests in all Lots shall be subject to, the terms of this Declaration and the provisions of any rules, regulations, agreements, instruments, supplements, amendments, and determinations contemplated by this Declaration. By acquiring any interest in a Lot, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration.
11. **Enforcement and Right to Recover Attorney's Fees.** Should an aggrieved Owner be required to take action to enforce or construe the Declaration or any rules and regulations


adopted from time to time, or to pursue any remedy provided hereunder or by applicable law, including a claim for injunctive relief or damages, whether such remedy is pursued by filing suit or otherwise, the prevailing party shall be entitled to recover his reasonable attorney's fees, costs and expenses which may arise or accrue.

12. **Limitation of Liability.** The protective covenants, conditions and restrictions set forth in this Declaration are established for the benefit of the Property and the Owners. Any damage, loss, claim or liability which might arise due to any decision, act, or failure to act of Developer or any of its members shall be exempt from any civil claim or action, including negligence, brought by any person owning or having an interest in any Lot.
13. **Amendments.** This Declaration may be amended upon the affirmative written approval of at least a majority of the Owners of the Lots provided, however, (a) so long as Developer shall own at least one (1) Lot in the Subdivision, no amendment shall be valid or enforceable without its express prior written consent, and (b) any amendments affecting fencing, grading, or any Bluffdale City Ordinances shall require the prior written consent of the city. An amendment shall be valid immediately upon recording of the document amending the Declaration in the office of the County Recorder of Salt Lake County, Utah.
14. **Duration.** The covenants and restrictions of this Declaration shall endure for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years.

IN WITNESS WHEREOF, Developer has hereto executed this Declaration as of the 10th day of March, 2020.

HANCOCK PARTNERS, LLC,
a Utah limited liability company

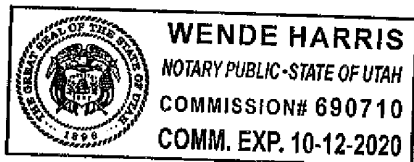
By: 
Jacob Anderson, Manager

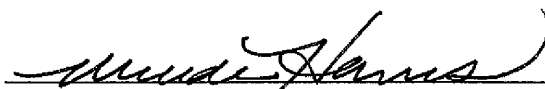
By: 
Bretton Wall, Manager

STATE OF UTAH)
): ss
COUNTY OF SALT LAKE)

On this 10 day of March, 2020, personally appeared before me, Jacob Anderson, who by me being first duly sworn did say that he is a Manager of Hancock Partners, LLC, a Utah limited liability company, and acknowledged to me that he executed this instrument on behalf of said limited liability company and that said limited liability company executed the same.

WITNESS my hand and official Seal.



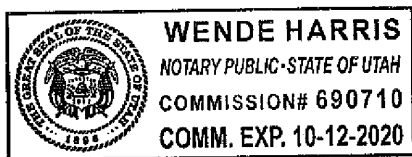


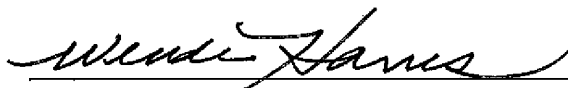
Notary Public

STATE OF UTAH)
): ss
COUNTY OF SALT LAKE)

On this 10 day of March, 2020, personally appeared before me, Bretton Wall, who by me being first duly sworn did say that he is a Manager of Hancock Partners, LLC, a Utah limited liability company, and acknowledged to me that he executed this instrument on behalf of said limited liability company and that said limited liability company executed the same.

WITNESS my hand and official Seal.





Notary Public

EXHIBIT "A"
LEGAL DESCRIPTION

The Property referred to in the foregoing document is located in Salt Lake County, Utah and is described more particularly as follows:

Lots 1-4, HAYFIELD COURT SUBDIVISION, Amending Lot 1 of Gardiner Estates, according to the official plat thereof as recorded in the office of the Salt Lake County Recorder.
Parent Tax ID No: 33-06-476-002

EXHIBIT "B"
STREET TREE PLANTING PLAN

1. GENERAL REQUIREMENTS

- 1.1. STREET TREES initially are to be planted by the homeowner in compliance with this plan.
- 1.2. STREET TREES are to be planted in the parkstrip in front of each lot. They are to be centered between the back of curb and the edge of the sidewalk.
- 1.3. STREET TREES are to be planted on each lot along all streets.
- 1.4. STREET TREES shall be spaced at approximately forty (40) feet on center.
- 1.5. STREET TREES shall be planted twenty (20) feet from any street intersection. This is to be measured from the point of intersection between the street curb and the sidewalk.
- 1.6. STREET TREES shall be a minimum two inch (2") caliper in size when planted. (Caliper is the diameter of the trunk measured twelve (12) inches above the top of the root ball.)
- 1.7. Any damaged or diseased STREET TREES are to be replaced by the homeowner at his sole cost and expense.

2. STREET TREE PLAN

- 2.1. The following Plant List identifies the kind of Street Tree which may be planted. No substitutions are allowed.
- 2.2. STREET TREE PLANT LIST

COMMON NAME	BOTANICAL NAME
Autumn Blaze Maple	Acer freemanii

EXHIBIT "C"
DESIGN GUIDELINES

Minimum Dwelling Size:

- 1800 square feet for a rambler
- 2300 square feet for a multi-level or two-story dwelling

Exterior Materials:

- All dwellings shall be constructed of The Dwelling exteriors, in their entirety, must consist of any of the following materials: maintenance-free stucco, masonry, stone, cement or hardie board and/or wood (excluding round logs common to log cabin style designs). No portion of the exterior of the Dwellings may employ round logs (e.g. log-cabin style), or any type of siding or exterior panels made of vinyl, aluminum, or plastic.

Setbacks:

- **MINIMUM SETBACKS:**
- Front: 30'
- Sides: 20'
- Rear: 30'

Fencing:

- Fencing around residential lots is permitted. Fences constructed of vinyl or masonry products are approved.
- No chain link or wood fencing is ever allowed.
- Fencing in the front setback is discouraged. However, decorative fencing such as wrought iron, masonry, and select types of vinyl are allowed in the front setback and shall comply with City height standards.