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**WHEN RECORDED RETURN TO:**

**Geneva Rock Products, Inc.**  
1565 West 400 North  
Orem, Utah 84057

ENT 27164;2005 PG 1 of 8  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
2005 Mar 15 2:28 pm FEE 94.00 BY LJ  
RECORDED FOR GENEVA ROCK PRODUCTS COMPAN

**Declaration of Restrictive Covenants  
for  
Juniper Heights, Plat "C"  
City of Cedar Hills**

This Declaration of Restrictive Covenants for Juniper Heights, Plat C, City of Cedar Hills (the "Declaration") is made and executed by Geneva Rock Products, Inc. of 1565 West 400 North, Orem, Utah 84057 (the "Declarant").

RECITALS:

A. This Declaration of Covenants, Conditions and Restrictions affects that certain real property located in Utah County, Utah described with particularity below (the "Tract").

B. Declarant is the owner of the Tract.

C. Declarant has constructed, is in the process of constructing or will construct upon the Tract certain Lots and other improvements. The construction has been or is to be performed in accordance with the plans contained in the Plat Map recorded or to be recorded concurrently herewith.

D. Declarant intends to sell to various purchasers the fee title to the individual Lots contained in the Tract, subject to the Plat Map and the covenants, conditions and restrictions set forth herein.

E. Declarant desires, by filing this Declaration, to submit the Tract and all improvements now or hereafter constructed thereon to the terms, covenants and conditions of this Declaration.

NOW, THEREFORE, for the reasons recited above and subject to the covenants, conditions and restrictions set forth below we the undersigned, owners in fee of the following described real property, to wit; Lot numbers 1-71, inclusive Juniper Heights, Plat "C" do hereby make the following declarations, limitations, restrictions and uses to which the Lots and / or Tract constituting the said addition, may be put, hereby specifying that the said declaration shall constitute an equitable servitude and run with all the land, as provided by law, and shall be binding upon all of the parties and all the persons claiming interest in the property, and shall be

for the benefit of all future owners of said property, which is an area of unique natural beauty, featuring distinctive terrain. By subjecting the Tract to this Declaration, it is the desire, intent and purpose of Declarant to create a residential development 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, usefulness, quality and value of the lands and improvements therein.

#### DEFINITIONS

When used in this Declaration, including the "Recitals", each of the following terms shall have the meaning indicated.

1. Accessory Building shall mean and refer to any structure which is 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.
2. Architectural Control Committee or ACC shall mean and refer to the persons appointed to interpret and enforce the Declaration.
3. Builder shall mean and refer to the Person who constructs a Home or other structure upon a Lot.
4. Building shall mean and refer to any of the structures constructed in the Project.
5. City shall mean and refer to the City of Cedar Hills.
6. Home shall mean and refer to the detached single family home, dwelling unit, living unit or residential structure constructed upon a Lot.
7. Lot shall mean and refer to a portion of the Property, other than the Common Area, intended for any type of independent ownership and use as may be set out in this Declaration and as shall be shown on the Plat Map filed with this Declaration or amendments thereto. Where the context indicates or requires, the term Lot includes any Dwelling Unit, physical structure or improvement constructed on the Lot.
8. Lot Number shall mean and refer to the number, letter or combination thereof designating a particular Lot.
9. Lot Owner shall mean and refer to the owner of a fee or an undivided fee interest in a Lot. The reputed Owner shall be the person shown on the records of the County Recorder of Utah County, Utah. The term Lot Owner does not mean or include a mortgagee or a beneficiary or trustee under a deed of trust unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.
10. Owner shall mean and refer to the Lot Owner.

11. Person shall mean and refer to a natural person, corporation, partnership, trust, limited liability company, or other legal entity.

12. Plat Map shall mean and refer to the Plat Map or Maps of Juniper Heights, Plat C on file in the office of the County Recorder of Utah County, as they may be amended from time to time.

13. Project shall mean and refer to Juniper Heights, Plat C.

14. Recreational, Oversized or Commercial Vehicle shall mean and refer to any recreational, commercial or oversized vehicle, motor home, commercial vehicle, tractor, golf cart, mobile home or trailer (either with or without wheels), camper, camper trailer, boat or other watercraft, boat trailer, or any other recreational, oversized or commercial transportation device of any kind.

15. Single Family Home or Residence shall mean and refer to both the architectural style of a Dwelling Unit and the nature of the residential use permitted.

16. Trade and Business shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether : (a) such activity is engaged in full or part-time; (b) such activity is intended to or does generate a profit; or (c) a license is required therefor.

#### AREA OF APPLICATION

Full-protected Residential Area. The restrictive covenants in their entirety shall apply to all property listed in Juniper Heights Plat "C" Lots 1-71 in Cedar Hills.

#### RESIDENTIAL AREA COVENANTS

1. Land use and Building Type. No Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one (1) family dwelling not to exceed two (2) stories in height above the basement with a private attached garage for not less than two (2) vehicles, except for detached accessory building as provided for in section 12. All Ramblers shall have a minimum of 1900 square feet on the main level. Two story Homes shall have a minimum of 2300 square feet living area, excluding the basement. Square footage of any style is excluding garages, porches, verandahs, carports, patios, basements, porches and steps. Homes with the same elevation and floor plan must be at least two (2) lots apart.
2. Fuel Storage. No tank or container for the storage of fuel larger than five (5) gallons may be maintained on the property.

3. Building Location. No building shall be located on any Lot nearer to the front Lot line or nearer to the side street line than the minimum building set back lines as required by the City.
4. Material Storage. No building or construction material, supplies or equipment of any kind shall be placed or stored upon any Lot until the Owner thereof is ready to commence construction of improvements on the Lot and then the materials, supplies or equipment shall be placed within the property lines of the plot upon which the improvements are to be made, and shall not be placed in the streets or between the curb and the property line or on any other Lot.
5. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. All power and telephone lines must be run underground.
6. Animals. No animals, livestock, fowl or poultry of any kind shall be raised, bred or kept on any Lot for commercial purposes., Up to two (2) dogs, cats, or other domestic or household pets may be kept in a Lot provided it does not create a nuisance, including by way of illustration but not limitation, any pet causing or creating a noise, odor, health or other unreasonable disturbance, and any such pet shall be permanently removed from the property.
7. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may become an annoyance, disturbance, bother or nuisance to the neighborhood or which interferes with the right of any other Owner or resident to the peaceful and quiet enjoyment of his property.
8. Signs.
  - a. Any Builder owning or purchasing 20 or more Lots may place or erect up to (2) two large signs, not to exceed 8' x 8' in size within the development on lots which said builder owns or is purchasing. Said large signs will be removed once Builder is down to (2) two remaining lots for sale or to be built on.
  - b. Otherwise, no signs, billboards, or advertising structures may be erected or displayed on any Lots herein before described or parts or portions thereof, except that a single sign, not more than 4' x 4' in size, advertising a specific house or property for sale or a construction sign may be on the premises affected.
  - c. Once the initial construction phase is completed in the development by the Seller, and/or once homes or properties are coming up for resale, there will be no signage allowed in the within the development except that a single sign, not more than 2' x3' in size, advertising a specific house or property for sale or rent may be on the premises affected.
9. Lights, Poles and Exterior Fixtures. No yard lights, window shades, awnings, window guards, light fixtures, fans or other similar items shall be installed outside the interior of any building within the subdivision without the prior express written consent of the Architectural Control Committee. The Declarant reserves the right to install subdivision or street lighting as it deems necessary or appropriate. Exterior roof-mounted air conditioners and antennas may be installed only on the rear side of a roof and shall not be

visible from the front side of a Home. Air conditioners shall be installed only on the rear or side of a home and must be screened so they are not visible from the public street. Unless otherwise permitted in writing by the Architectural Control Committee, satellite dishes may only be installed in the rear yards and not so as to be visible from the public street. DSS dishes may be installed on roofs.

10. Refuse. No trash, ashes, concrete nor any other refuse may be dumped, thrown, or otherwise disposed of, on any Lot or any part or portion of the subdivision or surrounding properties. Except for trash pick-up day, garbage cans and trash receptacles shall be stored in the garage, side yard or rear yard, and out of view.
11. Temporary Structures. No structure of a temporary character such as a trailer, basement, tent, shack, garage, barn or other out buildings shall be used on any Lot at any time as a residence, either temporarily or permanently.
12. Detached Accessory Buildings or Similar Structures. Since Accessory Buildings are considered "conditional uses," each application will be evaluated by the Architectural Control Committee separately. Any and all Accessory Building plans must be submitted, reviewed and approved in advance. Approvals must be in writing. Any Accessory Buildings, permanent storage sheds, detached garage structures, workshops, detached conservatories or greenhouses and so forth must conform in design and construction materials with the primary Home. No tin sheds are allowed. The maximum height of an Accessory Building is 15'. No exceptions.
13. Landscaping. Within nine (9) months of occupancy, landscaping shall be installed in front yards between the front line of the house and the roadway for the entire width of the Lot excluding the driveway. On corner Lots, landscaping shall be installed within nine (9) months of occupancy in all areas between the roadway and the side and front of the house. Landscaping in the planter strip will be primarily lawn and must include one tree from the city approved list, (2 inch caliper) for every fifty (50) lineal feet of frontage with lawn and a working sprinkler system. Within twelve (12) months of occupancy, landscaping shall be installed in the rear of the home.

In addition to the planter strip, front and side yard landscaping will be primarily lawn and shall include at least two (2) trees, and a combination of lawn, shrubs or groundcover. Groundcover may include vegetative vines, low spreading shrubs, or annual or perennial flowering or foliage plants. Ground cover may also include mineral or non-living organic permeable material in not more than 20 % of the net landscaped area in either the planter strip or the balance of the yard. Mineral ground cover may include such materials as rocks, boulders, gravel, or brick over sand. Species size and placement of landscape elements shall be determined by the Owner.

14. Fencing. No fence, wall, hedge or other similar structure may be erected, placed or constructed in any front yard Lot without the express prior written consent of the Architectural Control Committee which may also consider input from neighboring lot owners. No fence, wall, hedge or other similar structure may be erected in any side or

- rear yard higher than six (6) feet. Materials used in the construction of any side yard fence, wall, hedge or similar structure must have the prior approval of the Architectural Control Committee.
15. Parking, Storage and Clotheslines. No inoperative automobile shall be placed or remain on any Lot or adjacent street for more than forty eight (48) hours. No Recreational, Commercial or Oversized Vehicles and no trucks over one ton capacity may be parked or stored on the front yard setback of any Lot, or within the side yard building setback on the street side of a corner Lot, or on the residential street, except for purposes of loading or unloading or while engaged in transportation. Recreational, Commercial and Oversized Vehicles shall be parked or stored behind the front yard setback in an enclosed area screened from view. Sufficient side yard gate access should be planned and provided for in the design of the Home, to permit reasonable ingress, egress, and storage of such vehicles on the side or rear yards. The storage or accumulation of junk, trash, manure or other offensive or commercial materials is prohibited. Facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view.
  16. Maintenance. Every Lot, including the improvements in said tract, shall be kept in good repair and maintained by the Owner thereof in a clean, safe and attractive condition.
  17. Construction and Design. To maintain a degree of protection of the investment which Owners in the area make, homes of superior design and construction are required. Design and construction shall be limited to those Builders of outstanding ability whose previous work proves in the sole opinion of the Architectural Control Committee their ability to meet or surpass the expected standards.
  18. Materials. All construction is to be of new material, except that 'used' construction materials may be incorporated with express prior written approval of the Architectural Control Committee. In addition, 100% of the building of each residence is to be of the following: brick, stone, stucco, or approved siding (hard plank or equivalent) with limited amounts of wood.  
Soffit and fascia. Aluminum or vinyl may be used for soffit and fascia.  
Roofing materials. Roofs shall be 30 year architectural grade shingles or the equivalent.  
Diligence in Building. Once construction work has begun, work thereon must be prosecuted diligently and completed within twelve (12) months from the date that site excavation is commenced.
  19. Architectural Control and Interpretation of Covenants. No building or structure shall be constructed, erected, placed or altered on any Lot until the construction plans, specifications and a plan showing the location of the structure have been approved in writing by the Architectural Control Committee as to quality workmanship, materials, size, harmony of external design with existing and proposed structures, and design with respect to topography and finish grade elevation. Interpretation of these restrictive covenants shall be the responsibility of the Architectural Control Committee whose decisions shall be conclusive, final and binding.

20. Architectural Control Committee. The Architectural Control Committee ("ACC") is initially composed of Jeremy Hafen, Tony Christofferson and Wes Higbee. A majority of the ACC may designate a representative to act for it or replace any member of the committee. In the event of death or resignation of any member of the ACC, the remaining members shall have full majority to designate a successor. Neither the members of ACC nor its designated representative shall be entitled to any compensation for services preformed pursuant to this covenant. At such time as all phases of Juniper Heights Plats A, B, C, D, & E have been completed and all Lots sold by Geneva Rock Products, Inc., or at the sole determination the ACC, whichever event occurs first, then a majority of the Owners of record of the Lots shall elect the membership of the ACC.
21. Architectural Control Committee Procedures. The approval of the ACC, as required herein, shall be in writing. In the event the ACC or it's designated representative fails to take written action to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, such plans and specifications shall be deemed to have been approved as long as they strictly conform to the restrictive covenants set forth in this Declaration.
22. Limitation of Liability. Neither the Architectural Control Committee nor any of its members, agents, representatives or employees (collectively ACC), shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved, or for any structural or other defects in any work done according to such plans and specifications, and to save, indemnify, hold harmless and defend the ACC against any such claims, including negligence; and that the approval of any proposals, plans, specifications or drawings for any work done or proposed shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters whatever subsequently or additionally submitted for approval or consent. Any Owner by virtue of his submitting plans to the ACC for review and approval hereby releases the ACC from any and all liability arising out of its approval of his application and further agrees to waive any claims against the ACC arising out of its approval of the application, including negligence.
23. Term. These Covenants shall be binding on all parties and all persons claiming by, through or under them an interest in the property for a period of thirty (30) years from the date these covenants are recorded. There after, these covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by a majority of the Lot Owners of The Property has been recorded agreeing to amend, modify, delete or repeal any part of all such covenants.
24. Enforcement. The Declarant, any Builder, an aggrieved Owner or the Architectural Control Committee shall be entitled to prosecute any proceeding, at law or equity, against any Person, firm, corporation or party violating, attempting or threatening to violate any of these covenants and to enforce, restrain, enjoin and/or collect damages for such violation. Failure of the Declarant, a Builder, the Architectural Control Committee, or any Lot Owner, or their legal representative, heirs, successors or assigns to enforce any of

these covenants shall not be deemed to be a waiver. Any and all remedies specified herein shall be deemed cumulative and not exclusive.

25. Severability. Invalidation of any covenant set forth herein by court order shall not affect any of the remaining covenants which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, Geneva Rock Products, Inc. has executed the instrument this 11 day of March, 2005.

Geneva Rock Products, Inc.,  
a Utah corporation

By AT Schellenberg  
Name:  
Title: President

Its [Signature]  
Name:  
Title: Secretary

STATE OF UTAH            )  
                                  ss:  
COUNTY OF UTAH        )

On the 11<sup>th</sup> day of March, 2005, personally appeared before me the signers of the foregoing declaration who duly acknowledged to me that they did execute the same.

My commission expires 11/8/08

Jessica Williams  
Notary Public

