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Filed By: ce  
Jerry Houshton, Recorder  
Tooele County Corporation  
For: JACK WALTERS

DECLARATION OF  
PROTECTIVE COVENANTS, CONDITIONS  
& RESTRICTIONS FOR  
FIELD OF DREAMS Subdivision, Major

RECITALS

THIS Declaration of Covenants, Conditions, and Restrictions (hereinafter referred to as the "Declaration"), is made and executed as of the 13 day of Jan 2015, by Jack Walters, Designer, Planner, ("Declarant"); in contemplation of the following facts and circumstances.

- A. Declarant is the fee title owner of certain real property situated at FIELD OF DREAMS Subdivision PHASE 2 Major. erda city, Tooele County, State of Utah 84074, upon which real property the Declarant intends to develop a Subdivision, and which is more particularly described as follows; (See Exhibit "A" Attached)
- B. Declarant intends to develop and convey all the Lots contained in the FIELD OF DREAMS Subdivision phase 2, subject to certain protective covenants, conditions, restriction, reservations, easements, equitable servitudes, all running with the title to said Lots, as thereafter set forth.

THEREFORE, to further the general purposes herein expresses, Declarant for himself, his successors and assigns, hereby declares that all of the Lots (property) shall at all times, be owned, held, used, and occupied subject to the provisions of the Declaration and subject to: (i) the covenants, conditions, and restrictions herein contained; and (ii) the easements herein reserved or granted.

1. DEFINITIONS

- 1.1 "Declarant" shall mean and refer to Jack Walter, Designer, Planner of FIELD OF DREAMS Subdivision PHASE 2 Major, his successors and assigns, so long as Declarant assigns such rights of Declarant hereunder to any such person by an express written agreement.
- 1.2 "Declaration" shall mean this instrument as it may be amended from time to time.
- 1.3 "Improvement" shall mean all structures and appurtenances thereto of every type and kind, including but not limited to buildings, out buildings, walkways, sprinkler pipes, carports, driveways, parking area, fences, screening walls, retaining walls, stairs, decks, landscaping, hedges, windbreaks, planting, planted treed and shrubs, poles, signs, exterior fixtures or equipment.
- 1.4 "Lot" shall mean any area of real property within the Subdivision designated as a Lot on any subdivision plat caused to be recorded by Declaration or its successor in interest.

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- 1.5        **“Owner”** shall mean (when so capitalized) the record holder of legal title to the fee simple interest on any Lot. If there is more than one owner of record of legal title to a Lot then notice to any one of such owners of record shall be deemed notice to all owners of record of that Lot.
- 1.6        **“Park Strip and/or Shoulder”** shall mean the area in front of a Lot bordering a street beginning at the front property line of the Lot and extending to the public asphalt roadway. The Park Strip/Shoulder shall include the drainage swale (ditch) and parking shoulder. Property owners are required to leave all drainage swales in place to insure proper water retention and drainage.
- 1.7        **“Plat Map”** shall mean and refer to that plat of field of dreams subdivision phase 2 major, which will be recorded in the official records of the Tooele County Recorder concurrently with the recordation hereof.
- 1.8        **“Public Utility Easement”** shall mean any easement as shown on the “Plat Map” of the subdivision. Any additional easement space taken or required by power or gas line easements to supply needed utilities may increase the size of the easement.
- 1.9        **“Subdivision”** shall mean, FIELD OF DREAMS Subdivision PHASE 2 Major, which parcel will be subdivided into lots as shown on the Plat Maps.
- 1.10       **“Screened from View”** shall mean, the use of privacy fence or locating items in the back/rear half of the Lot. The use of the term “screened from view” shall be interpreted in all cases to enhance the aesthetics of the subdivision. Any vehicles, trailers, containers, equipment, tools, boats, motor homes, snowmobiles, racks, rubbish should be screened from view as defined above.
- 1.11       **Owner will be responsible and liable for keeping roadway swales in place and as is for proper drainage. Any driveway or approach to the property will have a v type taper in the center of swale area to allow for overflow of the swale in a large rain or water accumulation. Owner will be liable for loss of property or damage caused by improper swale management -construction ,or landscaping. Example: (if owner fills in swale and the water can not drain properly causing property damage or flooding). Owner causing damage to other property or causing flooding will be liable for all lawyer-court fees and repair price. No through or under driveway culverts allowed. Driveways are to be built as water blocking points not water flow through points. All driveway approaches on any part of any lot will not have culverts through or under. All driveways will dam water.**

2. **EACH OWNER IS BOUND BY THE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF THIS DECLARATION.** Each Owner, by their acceptance of a deed to a Lot, is deemed to have read and agreed to be bound by the terms and conditions of the Declaration.

3. **MAINTENANCE**

3.1 **Purpose of Maintenance.** In order to create, maintain and improve the Subdivision as a pleasant and desirable environment, to establish and preserve a harmonious design for the community, and to promote the value of the Subdivision, each Owner covenants and agrees to maintain its Lot in accordance with the terms of this declaration.

3.2 **Maintenance of Drainage Facilities.** Each Lot owner has a responsibility to ensure the continuous and uninterrupted flow of any storm water within the drainage swales located on each side of the roadway, along certain side yard property lines and within certain areas of the "open space" as indicated on the plat map. The Lot Owner shall be responsible for any damages suffered by other Lot or adjacent property Owner's caused by any alteration of any drainage facilities within the subdivision. **No through or under driveway culverts allowed. Driveways are to be built as water blocking points not water flow through points. All driveway approaches on any part of any lot will not have culverts through or under. All driveways will dam water.**

3.3 **Maintenance of the Front Yard Public Utility Easement.** Each Owner shall be responsible to maintain the area of the public utility easement within and along the frontage of the Owner's Lot. This maintenance shall include maintaining a reasonable smooth grade and clearing of debris.

3.4 **Repair of Improvements.** No improvement on any Lot shall be permitted to fall into disrepair. Such improvements shall at all times be kept in good condition and adequately painted or otherwise finished. In the event that any building or structure is damage or destroyed, then, such building or structure shall be repaired or rebuilt or shall be demolished at the sole expense of the owner of such Lot, within a reasonable amount of time.

4. **COVENANTS, CONDITIONS, AND RESTRICTIONS**

4.1 **Building Permit Required.** No grading, excavating, building, fence, wall, residence or other structure of any kind, or alteration, shall be commenced, erected, maintained, improved, altered, or made until the construction plans and specifications thereof along with a topographical plan showing the location, which has been approved by Jack Walters, Designer and Planner be provided In accordance with Tooele County Building permit requirements.

4.2 Use of Lots. All Lots within the Subdivision shall be used only for the construction and occupancy of one single family dwelling. Lot may also be used for the construction of typical residential amenities such as a family swimming pool, tennis court, etc. All Lots shall be used, improved and devoted exclusively for such single-family residential use. No residential use as outlined by Tooele County Ordinance shall be conducted on any such Lot. No "manufactured" homes will be allowed.

4.3 Completion Required Before Occupancy. No Building within the property shall be occupied until and unless the owner of such Building shall have completed the building in accordance with, and complied with, all approved plans, and specifications and a certificate of occupancy has been issued by Tooele County.

4.4 Construction Time. The construction time for the exterior portion of any structure shall not exceed twelve (12) months from start to finish. "Start" shall be the instant any foliage is cut or removed in anticipation of construction or landscaping to be undertaken. Failure to complete construction within the above time frame violates the Declaration. Jack Walters, Designer and Planner may bring a civil action against the party in violation as provided by law.

4.5 Construction Methods. Any and all construction shall proceed in a manner as to not cause damage, harm or nuisance to neighboring lots or public street improvements or utilities. Construction material and debris including excavations and surplus dirt must be contained at all times and removed upon completion of all construction or 12 months after the "start" date whichever is sooner. The Owner must regulate the construction site and its contractors so as not to cause any erosion of native, undisturbed areas, both on and off the Owner's lot. Such debris and dirt shall not be permitted on any of the street son the Subdivision.

4.6 Driveway. Permanent driveway locations shall be selected at the beginning of construction. Only the permanent driveway locations may be used for access to the Owners lot from the roadway both during and after construction. At each location where the driveway will cross the roadway drainage swale (ditch). **No through or under driveway culverts allowed. Driveways are to be built as water blocking points not water flow through points. All driveway approaches on any part of any lot will not have culverts through or under. All driveways will dam water.**

4.7 Restoration of Vegetation. Within 12 months of occupancy, all disturbed areas in front of the Owner's home shall be restored with formal landscaping i.e., zero scape plant materials, or traditional lawns.

4.8 Trees. A minimum of three trees are required to be planted between the paved road and in front of the house within 12 months of occupancy. Trees are not to be planted within the Front Yard Utility Easement.

4.9 Fencing. Front fencing must be a minimum of 10 feet back (utility easement) from the from lot property line. Front privacy fencing can only start at the fron of the garage or or home structure. 3-4 foot see through front yard fencing may be used(no 6 foot privacy fencing allowed from the front of the home-garage forward.Rear fencing should enhance the open space. Barbwire fences are not allowed on interior of lots. Wire

fencing, chainlink (i.e. chicken wire, field fence, plastic mesh, tee post) are not allowed. Approved horse approved fencing that does not allow an animals hoof to be trapped may be used. The original barb wire perimeter fencing is grandfathered and may stay in place. All fencing, when fencing the perimeter of the lot, must be permanent in nature and meant to enhance the beauty of the subdivision. Vinyl,oak,privacy is allowed follow county height ordinances and road view blosckage on corner lots is not allowed. Fencing design and a list of materials must be submitted and approved Jack Walters, Designer and Planner.

**4.10 Nuisances.** No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot, and no odors or loud noises shall be permitted to arise or emit wherefrom, so as to render any such Lot or any portion thereof, or activity thereon, unsanitary, unsightly, offensive or detrimental to the owners of any other Lot in the vicinity thereof, or to the occupants if such other Lot. No other nuisances shall be permitted to exist or operate upon any Lot so as to be offensive or detrimental to any other lot in the vicinity thereof or to its occupants. 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. However, allots shall be kept in a neat and orderly condition during construction periods. Trash and debris shall not be permitted to accumulate.

**4.11 Parking or Storage of Vehicles.** No articles, material, equipment or vehicles of any nature shall be stored on any street located within the Subdivision. Licensed, regularly used passenger vehicles including visitor vehicles may be parked in the street of the Subdivision for brief periods of time (i.e. less than 22 hours). Overnight parking of licensed vehicles is restricted to the driveway of the owner's residence. Unlicensed vehicles must be screened from view and are subject to Tooele County ordinances.

**4.12 Garbage and Refuse Disposal.** No Lot shall be used as or maintained as a dumping ground for rubbish, trash, dirt, soil, compost, construction waste, construction materials, or other waste, and such materials shall not be kept on any Lot except in covered containers. All trash containers shall be covered and kept screened from view from the street in suitable enclosed areas, except during public collection. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Each Lot and its abutting street are to be kept free of trash, weed sand other refuse by the Lot Owner. No unsightly material or objects are to be stored on any Lot in view of the general public.

**4.13 Signage.** Lot owners are subject to Tooele County ordinances.

**4.14 Livestock and Pets.** No more than 4 animal units per acre shall be allowed on any lot. An animal unit is defined as follows: A horse, cow or other similar large domestic animal shall be counted as one animal unit. Medium size domestic animals such as sheep, swine or goats shall also be counted at a ratio of two (2) per animal unit. Small domestic animal and fowl shall be counted at a ratio of four (4) per animal unit. Household pets, dogs and/or cats shall be governed according to the Tooele County Ordinance. There will be no dog kennels allowed. Such owners of pets or livestock shall provide adequate

fences, pens, barn, or houses for such animals in order to keep them maintained safely and from straying onto others property. Best animal husbandry practices are expected to be used. All animals and their habitation shall be maintained so as not to be a nuisance, in accordance with Tooele County ordinances. If tooele county-erda city ordinances change this subdivision will comply with these changes.

**4.15 Restriction of Further Subdivision, Property Restrictions and Re-zoning.** No Lot shall be further subdivided or separated into smaller Lots by any Owner, and no easement, shall be conveyed or transferred by any Owner. No application for re-zoning of any Lot, and no applications for variances shall be filed with any government authority unless the proposed is otherwise complies with the provisions of the Declaration.

**4.16 Water.** Each improvement 1 acre Lot requires 1.5 rights or shares of culinary water. Water is attached to the property and Erda acres water co retains the shares in the company. Water rights remain attached to the lot and can not be sold.

**4.17 House Number.** Each Lot shall have a 6-inch, lighted or reflective house number displayed on the front eat corner of the lot. This is required to facilitate any emergency vehicle's ability to quickly locate individual lot addresses. It is the Lot Owner's responsibility to make sure that this house number is not obstructed from view of the street.

**5. ARCHITECTURAL STANDARDS FOR LOTS OF 1.00 ACRES - 2.99 ACRES**

**5.1a General Configuration.** Homes are to be designed in an aesthetically pleasing style using normally acceptable architectural elements. Homes that are built on Lots that are:

**1.00 - 1.25** acres shall be required to utilize a minimum of 2800 sq ft. total and 1400 square footage must be finished before occupancy occurs.

**2.00 - 2.99** acres shall be required to utilize a minimum of 3200 sq ft. total of wich 1600 sq feet must be finished before occupancy.

**5.1b** Single rectangular shape homes or rooflines are not allowed. The front façade shall have a minimum of one (1) major relief of no less than 6 feet and one (1) minor relief of no less than 2 feet. All roof areas shall overhang the outside walls by no less than 12 inches, except where allowed by the express written consent of Jack Walters, Designer and Planner. Homes of the same plan, orientation and colors must be located no less than 3 lots apart from each other.

**5.2 Attached Garage.** Attached garages are required and shall not be less than two vehicles or less than 484 square feet. Additional enclosed parking may be constructed as a detached out building behind the main residence.

**5.2A DETACHED BUILDINGS-SHEDS-SHOPS.** TUFF SHED type sheds are allowed wood siding is allowed on these sheds, color must be neutral and match house colors within 20%. Any detached custom build shed or must either use same or similar exterior materials or metal neutral colors that match the home color theme. No galvnyse circular shops allowed. Square modern design must be used. color must be

neutral and match house colors within 20%. Any detached custom build shed or must either use same or similar exterior materials or metal neutral colors that match the home color theme. City building permits setbacks, and size guidelines must be used. Any owner installing a shed or building that blows down and damages a neighbors property is liable for that damage.

5.3 Materials and exterior Colors. Homes should be designed utilizing materials and colors compatible with nature & neutral RE: tans, white, browns, greys, greens.

Exterior: outside surface requires 85% masonry-stone type exterior (no more than 15% can be Hardy Backer type even if it is mason material only 15% may be used). Re: 85% brick, stone, stucco, rubbed foundation, or textured concrete. Inferior materials as follows not allowed, (wood siding, wood products) will not be allowed and will be determined by Jack Walters, Designer and Planner. Earth tone colors are required (likewise, bright reds, chartreuse, pinks, purples, turquoise, or bright yellows, etc. will not be allowed). All colors must be approved by Jack Walters, Designer and Planner.

5.4 Roofing Materials. Roofing materials shall be fire resistive as approved by Tooele County. Wood shingles and shakes are strongly discouraged for purposes of increases fire safety. All asphalt shingles used must be a "30" Year or longer architectural type" shingle. If a metal roof is used brown or tan color must be used. No red ceramic roof colors can be used (red tends to bleed and stain swales and surrounding areas).

5.5 Exposed Mechanical Units (Antennas, Satellite Receivers, Air Conditioning Units, Etc.). Mechanical units of every type and kind located outside the structure shall be located on the surface or on the Lot in a manner as to minimize the visibility and evasiveness to other homeowners. Air conditioning units of any type shall not be installed on any part of the roof or in the windows or through exterior walls.

## 6. EASEMENTS

6.1 Drainage and Public Utility Easements. Easements for installation and maintenance of utilities and drainage facilities and other uses are reserves as shown on the Plat Maps. Within these easements 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 or flow of drainage channels in the area, or which may obstruct or retard the flow of water through drainage channels or easements. The easement area of each of the Lots and all improvements in such easement area shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority to utility company is responsible.

6.2 Trees. Trees are encouraged, but may not be planted with the Front Yard Utility Easement.

6.3 No Fencing in Front Yard Utility Easement. No fencing is allowed on the front property line or within the front yard public utility easement as indicated on the Plat Map. Fencing must be a minimum 10 feet back from the front lot line. No tall privacy fencing allowed in front corner lot easements or in areas where road safety-view is inhibited. Slatted or half see through may be allowed (follow county ordinances)

6.4 Reservation of Easement. Declarant further expressly reserves for himself, his agents, employees, easements of access, ingress and egress, over the Lots, for the purpose of maintaining, repairing and installing water and other utility lines, drainage structures, sewer pipelines and laterals if necessary, in accordance with the provisions of this Declaration, and as otherwise provided by law.

7. DECLARANT'S EXEMPTION: Nothing contained in the Declaration shall be construed to prevent the erection or maintenance by Declarant, or his duly authorized agents, of temporary structures, trailers, improvements, or signs necessary for the development, marketing or sale of Lots within the Subdivision.

8. TERMS AND AMENDMENTS

8.1 Term: Method of Termination. This Declaration shall be effective upon the date of record hereof and, as amended from time to time, shall continue in full force and effect for a term of twenty (20) years from the date of record. From and after said date, this declaration, as amended, shall be automatically extended for the successive periods of ten (10) years each, unless there is an affirmative vote to terminate this Declaration by the then Owners (based upon one vote per Lot) casting seventy-five (75%) of the total votes cast at an election held for such purpose, within six (6) months prior to the expiration of the initial effective period hereof or any ten (10) year extension thereof. This Declaration may be terminated at any time if at least ninety percent (90%) of the votes cast by all Owners shall be cast in favor of termination at an election duly held for such purpose. No vote to terminate this Declaration shall be effective unless and until the written consent to such termination has been obtained, within a period of six (6) months after such vote, from the owners of record of seventy-five percent (75%) of the Lots.

8.2 Amendments. This Declaration may be amended by recording in the Tooele County records a "Certificate of Amendment", duly signed and acknowledged. Any amendment shall be effective only if the written consent is obtained from seventy-five percent (75%) of the owners of the record.

8.3. Additional Property. Notwithstanding and other provisions of this Declaration, Declarant shall have the right to unilaterally provide for the amendment of this Declaration for the purpose of causing additional property to become subject to the terms and conditions hereof. Such right shall be exercised in the sole and absolute discretion of Declarant and may be exercised on one or more occasions. The right herein reserved shall be exercised without the requirement of any vote of consent of any Owner, by the recording of an amendment to this Declaration, executed by Declarant (and the fee owner of the real property to be annexed hereto, of other than Declarant), which shall provide a legal description of the real property to be annexed, a statement that such additional property shall thereby be made subject to the terms and conditions hereof, and such other matter as Declarant shall determine to be necessary, provided, however, that no



such unilateral amendment shall materially impair the right of any existing Owner of a Lot in the Subdivision.

9. MISCELLANEOUS

9.1 Severability. Any determination of competent jurisdiction that any provision of this Declaration is invalid or unenforceable shall not affect the validity or enforceability or any of the other provisions hereof.

9.2 General Reservations. Declarant reserves the right to grant, convey, sell, establish, amend, release and otherwise deal with easements, reservations, exceptions and exclusions which do not materially interfere with the best interest of Owners including, but not limited to, access and utility easements, road easements, pedestrian and equestrian easements, pedestrian and hiking trails and easements, mountain bike easements and drainage easements.

9.3 Declaration to Run with the Land. Declarant for himself, his successors and assigns, hereby declares that all of the Subdivision shall be held, used and occupied subject to the provisions of this Declaration, and to the covenants and restriction contained herein, and that the provisions hereof shall run with the land and be binding upon all persons who hereafter become the Owner of any interest in a lot in the Subdivision.

IN WITNESS WHEREOF, Declarant has hereunto signed his name, or caused his name to be signed by the signature of a duly authorized representative, as of the day and year first hereinabove written.

Jack Walters

DECLARANT:

Jack Walters, Designer and Planner

STATE OF UTAH )  
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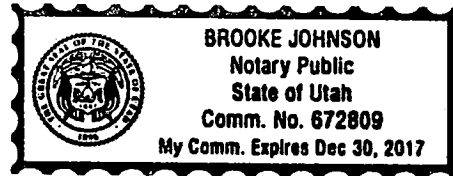
COUNTY OF TOOELE

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of Jan, 2015, by Jack Walters, who is the Declarant, Designer and Planner of the FIELD OF DREAMS Subdivision PHASE2, Major, organized under the laws of the state of Utah, who acknowledged to me that the foregoing instrument was signed by him, or by the signature of a duly authorized representative on behalf of Jack Walters.

Brooke Johnson  
Notary Public  
Residing at: Tooele, UTAH

My Commission Expires:

12/30/17



**ACKNOWLEDGEMENT OF RECEIPT  
OF PROTECTIVE COVENANTS, CONDITIONS  
& RESTRICTIONS FOR  
FIELD OF DREAMS SUBDIVISION PHASE 2, MAJOR**

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As the owner(s) of record of Lot # \_\_\_\_\_, FIELD OF DREAMS Subdivision,  
Major PHASE 2, whose street address  
is \_\_\_\_\_, by the  
signature(s) below, I/We acknowledge receipt of a copy of the Covenants, Conditions &  
Restrictions ("CCR'S") that has been recorded at the Tooele County Recorder's Office.

Dated this \_\_\_\_ day of \_\_\_\_\_, year of \_\_\_\_\_

\_\_\_\_\_  
Owner (Signature)

\_\_\_\_\_  
Owner (Signature)

\_\_\_\_\_  
Owner (Print Name)

\_\_\_\_\_  
Owner (Print Name)

Lot# \_\_\_\_\_

FIELD OF DREAMS PHASE 2 Subdivision, Major

EXHIBIT A

FIELD OF DREAMS SUBDIVISION PHASE 2, MAJOR

2 Pages: Pg1 Regulat.  
Pg2 Exploded

Lots 201 thru 220

Field of Dreams Subdivision  
Phase 2

19-006-0-0201  
thru  
19-006-0-0220



# EXHIBIT A

Pg 2

