

10799050
09/17/2009 10:27 AM \$83.00
Book - 9763 Pg - 6224-6237
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
BACH HOMES
11650 S STATE ST STE 300
DRAFER UT 84020
DEPUTY - WI 14 P.

BY: NEH

DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
WILD HORSES SUBDIVISION

THIS DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR WILD HORSES SUBDIVISION ("Declaration") is made effective as of October 5, 2006, by BACH LAND AND DEVELOPMENT, LLC, a Utah Limited Liability Company ("Declarant").

RECITALS:

A. Declarant developed certain real property situated in Salt Lake County, Utah, as more fully listed and described on Exhibit "A," attached hereto and incorporated herein by reference ("Subject Property").

B. Declarant desires that this real property be subject to covenants, conditions and restrictions for the mutual benefit of owners of all portions thereof.

NOW, THEREFORE, Declarant declares and provides as follows:

1. PURPOSE OF COVENANTS

It is Declarant's intention, expressed by its execution of this instrument, that the Subject Property be held, conveyed, devised, leased, rented, encumbered, used, occupied and improved and otherwise affected in any manner subject to the provisions of this Declaration, each and all of which provisions are hereby declared to be in furtherance of the general plan and scheme of ownership referred to herein and are further declared to be for the benefit of the Subject Property and every part thereof and for the benefit of each owner thereof. All provisions hereof shall be deemed to run with the land as covenants running with the land, or as equitable servitudes as the

case may be, and shall constitute benefits and burdens to owners of the Subject Property.

2. DEFINITIONS

2.1 Declarant: "Declarant" means Bach Land and Development, LLC, a Utah limited liability company, and its successors and assigns.

2.2 Subject Property: "Subject Property" means that certain real property situated in Salt Lake County, Utah, and more fully described in Exhibit "A" attached hereto.

2.3 Building: "Building" means any building constructed on the Subject Property.

2.4 Lot: "Lot" means any parcel of property shown as such on the recorded Subdivision Plat, excluding Lot 25 and Lot 48.

2.5 Subdivision: "Subdivision" means the approved subdivision in Salt Lake County, Utah, comprising the Subject Property.

2.6 Subdivision Plat: "Subdivision Plat" means that certain subdivision plat recorded in the office of the Salt Lake County Recorder on October 5, 2009, in Book 2006P, page 287.

3. SUBMISSION TO COVENANTS

Declarant hereby submits to all of the provisions of this Declaration all of the Subject Property, as legally described on Exhibit "A" attached hereto.

4. BUILDING AND LANDSCAPING

4.1 **Number and Location of Buildings:** No portion of any Lot may be used for any purpose other than for single-family residential purposes. Buildings may not exceed two (2) stories in height. Finish on the front building facade must consist of brick, rock, or cultured stone. The remainder of the front elevation may be finished with either brick, stucco, or vinyl or aluminum siding. The remainder of the home exterior may be covered with vinyl or aluminum siding, or stucco. All construction shall be comprised of new materials, except that used brick may be used with prior written approval of the Architectural Committee.

4.2 **Building Sizes:** The residence structure which may be constructed on a Lot in the Subject Property shall have a minimum living floor area, exclusive of garages, balconies, porches, and patios of the following: 1,500 square feet for a single-floor rambler-style home, and with a minimum of 1,000 square feet on the main level; for a multi-level residence, 1000 square feet minimum finished square feet as viewed from above; and for a two story residence, 1,100 square feet minimum finished above grade. Each residence structure must have an attached garage for a minimum of two (2) vehicles.

4.3 **Dwelling House to be Constructed First:** No garage or other structure shall be constructed on any Lot until after commencement of construction of the dwelling house on the same Lot except as otherwise specifically permitted by the Architectural Committee. All construction and alteration work shall be prosecuted diligently, and, each building, structure, or improvements commenced on any Lot shall be entirely completed within eighteen (18) months after commencement of construction.

4.4 **Landscaping:** Within six (6) months after home construction, all front and side yards must have a working sprinkling system and be fully landscaped with sod, and a minimum

of ten (10) trees must be planted. If weather does not permit such timely completion, the front and side yards shall be completely landscaped as soon as reasonably possible after weather permits. Rear yards must be landscaped within one (1) year after occupation of the dwelling. All park strips must be planted in grass and uniform types of trees, with the trees to be twenty-five to thirty feet apart in park strips throughout the subdivision. Trees in the park strip will be flowering pear variety. All trees shall be of at least one and one-half inches in diameter and shall be purchased, planted and cared for by the owner, with their placement approved in advance by the Architectural Committee.

4.5 Setbacks: All buildings and structures on all Lots shall be setback from the property lines to the extent required by applicable governmental authorities.

4.6 Height Limitations: Notwithstanding any provisions herein to the contrary, no building or structure shall be placed, erected, altered or permitted to remain on any Lot which exceeds a height permitted by applicable governmental authorities.

4.7 Towers and Antennae: No towers, and no exposed or outside radio, television or other electronic antennae, shall be allowed or permitted to remain on any Lot without approval of the Architectural Committee.

4.8 Used or Temporary Structures: No used or previously erected or temporary house, structure, house trailer, mobile home, camper or nonpermanent outbuilding shall ever be placed, erected, or allowed to remain on any Lot except during construction periods, and no dwelling house shall be occupied in any manner prior to issuance by applicable authorities of a certificate of occupancy.

4.9 Fences: No fencing is allowed in the front yard or front side yards of the home (front side yard being defined as the front corner of the home to the front yard), unless approved

by the Architectural Committee. Front fencing may be allowed for decorative and landscaping purposes only if it does not exceed three (3) feet in height. Fencing material will consist of wood, vinyl, brick, or cinder block.

4.10 Flashings and Roof Gutters: Flashing, roof gutters or other metal fittings on the exterior of buildings shall be painted to match adjacent materials of buildings.

5. GENERAL RESTRICTIONS ON ALL PROPERTY

5.1 Zoning Regulations: No lands within the subdivision shall ever be occupied or used by or for any building or purpose or in any manner which is contrary to the zoning regulations applicable thereto validly in force from time to time.

5.2 Excavation: No excavating shall ever be permitted on the Subject Property, except as required for structural improvements on Lots.

5.3 No Business Uses: These Lots shall be used solely for single family residential living purposes. No Lots shall be occupied or used for commercial or business purposes; provided, however, that nothing in this paragraph 5.3 shall be deemed to prevent (a) Declarant or its duly authorized agent from using any Lot owned by Declarant as a sales office, sales model, property management office or rental office, or (b) any owner or the owner's duly authorized agent from renting or leasing said owner's residential building from time to time, subject to all of the provisions of this Declaration and law, or (c) any owner or the owner's duly authorized agent from using a portion of any residence as an office, as long as the use thereof does not constitute that person's principal office, but merely as an ancillary office, and as long as the use thereof does not constitute a nuisance to other owners of portions of the Subject Property.

5.4 Restrictions on Signs: With the exception of a sign no larger than three (3) square feet identifying the architect and a sign of similar dimension identifying the prime contractor to be displayed only during the course of construction and a sign no larger than three (3) square feet for

the owner to advertise the owner's home or lot for sale, no signs or advertising devices including, but not limited to, commercial, political, informational or directional signs or devices, shall be erected or maintained on any of the Subject Property, except signs approved in writing by the Architectural Committee as to size, materials, color and locations: (a) as necessary to identify ownership of the lot and its address; (b) as necessary to give directions; (c) to advise of rules and regulations; (d) to caution or warn of danger; and (e) as may be required by law.

5.5 Animals, Livestock and Poultry: No animals, livestock, or poultry of any kind shall be raised, bred or kept on the Subject Property, except that dogs, cats, birds, fish and other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose, and provided they do not become an annoyance or nuisance, for any reason, to any owner or resident of a portion of the Subject Property. Such animals as are permitted shall be strictly controlled and kept pursuant to applicable governmental ordinances. Dog kennels, runs, and houses shall be restricted to the rear yards of all houses. Whenever a permitted animal is allowed to leave a Lot it shall be either on a leash or in a cage.

5.6 No Resubdivision: No lot shall be resubdivided, and no building shall be constructed or allowed to remain on any tract that comprises less than one (1) full lot.

5.7 Underground Utility Lines and Easements: All water, gas, electrical, telephone and other electronic pipes and lines and all other utility lines within the limits of the Subject Property must be buried underground and may not be exposed above the surface of the ground. Easements for all installations and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material 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 the easements or which may obstruct or retard the flow of water through drainage channels in the easements.

5.8 Service Yards: All clotheslines, equipment, service yards or storage piles on any Lot in the Subject Property shall be kept screened by approved planting or fencing so as to conceal them from the view of neighboring lots, streets, access roads and areas surrounding the Subject Property.

5.9 Parking of Vehicles: No vehicles shall be parked overnight on any of the streets or roadways through the Subject Property, or on any Lot, except inside the garages on the Lots or in such areas specifically designated for that purpose by the Architectural Committee.

5.10 Maintenance of Property: All of the Subject Property and all improvements on any lot shall be kept and maintained by the owner thereof in clean, safe, attractive and sightly condition and in good repair.

5.11 No Noxious or Offensive Activity: No noxious or offensive activity shall be carried on upon any portion of the Subject Property nor shall anything be done or placed on any portion of the Subject Property which is or may become a nuisance or cause embarrassment, disturbance or annoyance to others.

5.12 No Hazardous Activities: No activities shall be conducted on the Subject Property and no improvements constructed on the Subject Property which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon the Subject Property; and no open fires shall be lighted or permitted on the Subject Property except in a contained barbecue unit while attended or in use for cooking purposes or within a safe and well-designed interior fireplace.

5.13 No Unsightliness: No unsightliness shall be permitted upon the Subject Property. Without limiting the generality of the foregoing, (a) any unsightly structures, facilities, equipment, tools, objects and conditions shall be enclosed within an approved building or appropriately screened from view, except equipment and tools when in actual use for maintenance or repairs; (b) no trailers, mobile homes, boats, tractors, truck campers or trucks other than pickup trucks or other similar large items, shall be kept or permitted to remain upon the Subject Property; (c) no vehicle, boat or equipment shall be constructed, reconstructed, repaired or abandoned upon the Subject Property; (d) no lumber, grass, shrub or tree clippings, plant waste, metals, bulk materials or scrap shall be kept, stored or allowed to accumulate on the Subject Property, except in service yards meeting the requirements of paragraph 5.8, above; (e) refuse, garbage and trash shall be placed and kept at all times in a covered contained and such container shall be kept within an enclosed structure or appropriately screened from view; (f) hanging, drying or airing of clothing or household fabrics shall not be permitted within buildings or on lots if visible from buildings, lots or areas surrounding the Subject Property.

5.14 No Annoying Lights, Sounds or Odors: No light shall be emitted from any Lot or portion of the Subject Property which is unreasonably bright or causes unreasonable glare; no sound shall be emitted from any Lot or portion of the Subject Property which is unreasonably loud or annoying including, but without limitation, speakers, horns, whistles, bells or other sound devices, except security and fire alarm devices used exclusively to protect any of the Subject Property or buildings; and no odors shall be emitted from any Lot or portion of the Subject Property which is noxious or offensive to others.

5.15 Weed Control: After a Lot is initially sold, each Lot Owner shall control the growth and proliferation of noxious weeds and other flammable materials on his Lot and so as to

minimize fire and other hazards to surrounding lots, residences, and surrounding properties. Each Lot shall otherwise be in compliance with all applicable ordinances, laws, and regulations pertaining to the removal and/or control of noxious weeds.

6. ARCHITECTURAL COMMITTEE

6.1 **Architectural Committee:** The Architectural Committee shall consist of three (3) members which shall initially consist of three (3) members selected by the Declarant. At any time after Declarant has sold all of the Lots in the Subdivision, the then record owners of a majority of the Lots in the Subject Property shall have the power, through a duly recorded written instrument, to change the membership of the Architectural Committee. The Architectural Committee shall have and exercise all of the powers, duties, and responsibilities set out in this instrument.

6.2 **Approval by Architectural Committee:** No improvements of any kind including, but not limited to, dwelling houses, swimming pools, ponds, parking areas, fences, walls, tennis courts, garages, drives, bridges, antennae, flag poles, curbs and walks shall ever be erected, altered or permitted to remain on any lands within the Subject Property, nor shall clearing, removal of trees or shrubs, or landscaping be done on any lands within the Subject Property, unless the complete plans and specifications therefor are approved by the Architectural Committee prior to the commencement of such work. A fee in such amounts established by the Architectural Committee (but not in excess of \$50.00) shall be paid to the Architectural Committee to cover costs and expenses of review. Improvements to be done after the initial improvements, costing less than \$500.00, shall be submitted as directed to the Architectural Committee for approval, but a fee shall not be required. The Architectural Committee shall consider the materials to be used on the external features of said buildings or structures, including exterior colors, harmony of external

design with existing structures within said subdivision, location with respect to topography and finished grade elevations and harmony of landscaping with the natural setting and surrounding native trees, bushes and other vegetation. The complete architectural plans and specifications must be submitted in duplicate; and one (1) complete copy of plans and specifications shall be signed for identification by the owner and left with the Architectural Committee. If the Architectural Committee fails to take any action within thirty (30) days after complete plans for such work have been submitted to it, then all of such submitted plans shall be deemed to be approved. If the Architectural Committee shall disapprove any plans, the person submitting such plans may obtain binding consent to the plans by written consent of the owners of at least two-thirds (2/3) of the Lots in the subdivision covered by the terms of this document.

6.3 Variances: Where circumstances, such as topography, hardship, location of property lines, location of trees, brush, or other matters require, the Architectural Committee may, by an affirmative vote of a majority of the members of the Architectural Committee, allow reasonable variances as to any of the covenants and restrictions contained in this instrument, on such terms and conditions as it shall require.

6.4 General Requirements: The Architectural Committee shall exercise its best judgment to see that all improvements, construction, landscaping, and alterations on the lands conform and harmonize with the natural surrounding and with existing structures as to external design, materials, color, siding, height, topography, grade and finished group elevation.

6.5 Preliminary Approvals: Persons who anticipate constructing improvements on lands within the Subject Property, whether they already own lands or are contemplating the purchase of such lands may submit preliminary sketches of such improvements to the

Architectural Committee for informal and preliminary approval or disapproval. All preliminary sketches shall be submitted in duplicate and shall contain a proposed site plan together with sufficient general information on all aspects that will be required to be in the complete plans and specifications to allow the Architectural Committee to act intelligently on giving an informal and preliminary approval or disapproval. The Architectural Committee shall never be finally committed or bound by any preliminary or informal approval or disapproval until such time as complete plans are submitted and approved or disapproved.

6.6 Plans: The Architectural Committee shall disapprove any plans submitted to it which are not sufficient for it to exercise the judgment required of it by these covenants.

6.7 Architectural Committee Not Liable: The Architectural Committee shall not be liable in damages to any person submitting any plans for approval, or to any owner or owners of lands within the subdivision, by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove, with regard to such plans. Any person acquiring the title to any property in the subdivision or any person submitting plans to the Architectural Committee for approval, by so doing shall be deemed to have agreed and covenanted that he or it will not bring any action or suit to recover damages against the Architectural Committee, its members as individuals, or its advisors, employees or agents.

6.8 Written Records: The Architectural Committee shall keep and safeguard complete written records of all applications for approval submitted to it (including one set of all preliminary sketches and all architectural plans so submitted) and of all actions of approval or disapproval and all other actions taken by it under the provisions of this instrument which records shall be maintained for a minimum of three (3) years after approval or disapproval.

6.9 **Occupancy:** No building within the Subject Property shall be occupied until and unless the owner of any building shall first have obtained a written final inspection and approval from the Architectural Committee stating that the owner has completed the building in accordance with, and complied with, all approved plans and is entitled to occupancy.

7. ENFORCEMENT

7.1 **Enforcement and Remedies:** The obligations, provisions, covenants, restrictions and conditions contained in this Declaration or any Supplemental or Amended Declaration with respect to the Subject Property shall be enforceable by Declarant, the Committee, or by any owner of a Lot subject to this Declaration by a proceeding for a prohibitive or mandatory injunction. If court proceedings are instituted in connection with the rights of enforcement and remedies provided in this Declaration, the prevailing party shall be entitled to recover its costs and expenses in connection therewith, including reasonable attorney's fees.

7.2 **Protection of Encumbrancer:** No violation or breach of any provision, restriction, covenant or condition contained in this Declaration or any Supplemental or Amended Declaration and no action to enforce the same shall defeat, render invalid or impair the lien of any mortgage or deed of trust taken in good faith and for value and perfected by recording prior to the time of recording of an instrument giving notice of such violation or breach, or the title or interest of the holder thereof or the title acquired by any purchaser upon foreclosure of any such mortgage or deed of trust. Any such purchaser shall, however, take subject to this Declaration or any Supplemental or Amended Declaration except only that violations or breaches which occur prior to such foreclosure shall not be deemed breaches or violations hereof with respect to such purchaser, his heirs, personal representatives, successors and assigns.

thirds (2/3) of the Lots then subject to this Declaration. No such amendment or repeal shall be effective with respect to the holder or successor or assignor of the holder of a mortgage or deed of trust recorded prior to recording of the instrument specifying the amendment or repeal unless such holder executes the said instrument.

8.3 Severability: Invalidity or unenforceability of any provisions of this Declaration or of any Supplemental or Amended Declaration in whole or in part shall not affect the validity or enforceability of any other provision or valid and enforceable part of a provision of this Declaration.

8.4 Captions: The captions and headings in this instrument are for convenience only and shall not be considered in construing any provision, restriction, covenant or condition contained in this Declaration.

8.5 No Waiver: Failure to enforce any provision, restriction, covenant or condition in this Declaration or in any Supplemental or Amended Declaration shall not operate as a waiver of any such provision, restriction, covenant or condition or of any other provision, restriction, covenant or condition.

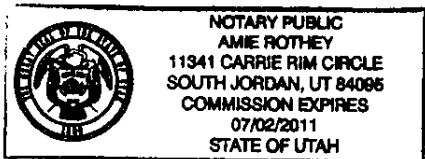
IN WITNESS WHEREOF, this Declaration has been made effective as of the day and year first above written.

BACH LAND AND DEVELOPMENT, LLC,
a Utah limited liability company

By: [Signature]
Its: Managing Member

STATE OF UTAH)
) ss.
County of Salt Lake)

The foregoing instrument was acknowledged before me this 16 day of September 2009, by Greg Kindlisbacher, the manager of Bach Land and Development, LLC, on behalf of such company.



[Signature]
Notary Public

Exhibit A

Subject Property

Certain real property located in Salt Lake County, Utah, legally described as follows:

The following lots in Wild Horses Subdivision, accordingly to the plat thereof as recorded in the office of the Salt Lake County Recorder:

Lot 1	Parcel # 14-28-103-001-0000	Lot 26	Parcel # 14-28-101-034-0000
Lot 2	Parcel # 14-28-103-002-0000	Lot 27	Parcel # 14-28-101-033-0000
Lot 3	Parcel # 14-28-103-003-0000	Lot 28	Parcel # 14-28-101-032-0000
Lot 4	Parcel # 14-28-103-004-0000	Lot 29	Parcel # 14-28-101-031-0000
Lot 5	Parcel # 14-28-103-005-0000	Lot 30	Parcel # 14-28-101-030-0000
Lot 6	Parcel # 14-28-103-006-0000	Lot 31	Parcel # 14-28-101-029-0000
Lot 7	Parcel # 14-28-103-007-0000	Lot 32	Parcel # 14-28-101-028-0000
Lot 8	Parcel # 14-28-103-008-0000	Lot 33	Parcel # 14-28-101-027-0000
Lot 9	Parcel # 14-28-103-009-0000	Lot 34	Parcel # 14-28-101-026-0000
Lot 10	Parcel # 14-28-103-010-0000	Lot 35	Parcel # 14-28-101-025-0000
Lot 11	Parcel # 14-28-104-001-0000	Lot 36	Parcel # 14-28-101-023-0000
Lot 12	Parcel # 14-28-104-002-0000	Lot 37	Parcel # 14-28-101-022-0000
Lot 13	Parcel # 14-28-104-003-0000	Lot 38	Parcel # 14-28-101-021-0000
Lot 14	Parcel # 14-28-104-004-0000	Lot 39	Parcel # 14-28-101-020-0000
Lot 15	Parcel # 14-28-101-045-0000	Lot 40	Parcel # 14-28-101-019-0000
Lot 16	Parcel # 14-28-101-044-0000	Lot 41	Parcel # 14-28-101-018-0000
Lot 17	Parcel # 14-28-101-043-0000	Lot 42	Parcel # 14-28-101-017-0000
Lot 18	Parcel # 14-28-101-042-0000	Lot 43	Parcel # 14-28-101-047-0000
Lot 19	Parcel # 14-28-101-041-0000	Lot 44	Parcel # 14-28-101-046-0000
Lot 20	Parcel # 14-28-101-040-0000	Lot 45	Parcel # 14-28-101-014-0000
Lot 21	Parcel # 14-28-101-039-0000	Lot 46	Parcel # 14-28-101-013-0000
Lot 22	Parcel # 14-28-101-038-0000	Lot 47	Parcel # 14-28-101-012-0000
Lot 23	Parcel # 14-28-101-037-0000		
Lot 24	Parcel # 14-28-101-036-0000		