

**PROTECTIVE COVENANTS
FOR
PASS CANYON 5-ACRE RANCHETTES
TOOELE COUNTY, UTAH**

KNOW ALL MEN BY THESE PRESENTS: That **IRONWOOD REAL ESTATE L.L.C.**, hereafter referred to as the Developer, is the Owner of the following described property, herein after referred to as the "property", located in Tooele County, State of Utah, to-wit:

All of PASS CANYON 5- ACRE RANCHETTES, according to the official Plat thereof on file with the Tooele County Recorder.

And it is the intention of the Developer to divide the Property into lots as shown on said plat, and to donate the streets as shown on said plat to the public. The easements indicated on said plat are hereby perpetually reserved for public utilities and for any other uses as designated thereon or set forth herein and no structures other than for such utility or other indicated purposes are to be erected within the lines of said easements.

NOW, THEREFORE said Developer, hereby declares that all of the Property described above is held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied, and improved subject to the following limitations, restrictions, covenants and conditions, of all of which are declared and agreed to be in furtherance of plan for the subdivision. Improvement and sale of the property are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property and every lot or portion thereof, to prevent nuisances and secure to each of the lot owner the full benefit said enjoyment of his home. The acceptance of any deed to or conveyance of any part or portion of the Property by the grantees therein named or by their legal representatives, heirs, executors, administrators, successors or assigns, shall constitute their covenant and agreement with the Developer and with each other to accept, hold, improve, use and convey the Property described and conveyed in or by such deed or conveyance subject to said restrictions, covenants and conditions as follows, to-wit:

ARTICLE I-General Restrictions

1. **LAND USE AND BUILDING TYPE:** No lot shall be used except for single family residential purposes, provided, that a portion of the lot may be used to raise crops or livestock for personal consumption and enjoyment by the resident lot owner, subject to Paragraph Nine (9) of these Protective Covenants. No professional, business or commercial use shall be made of any residence or lots, or any portion thereof nor shall any resident's use of lot endanger the health or disturb the reasonable enjoyment of any other resident. All construction shall be of new materials, except that used brick may be permitted so long as it conforms with the building and subdivision ordinances of Tooele County, in effect from time to time, no Log Home Kits shall be place or erected on said property at any time or used as permanent residence. No mobile or modular homes shall be placed or erected on said property. No portion of dwelling excepting the entire primary residence shall be rented or offered for rent at any time.

2. **BUILDING LOCATION:** All building locations shall be set forth by setbacks established by Tooele County Engineers office excepting The front setback shall be no further than 200' to the back of the house from the front property line.

3. **CORNER AND DOUBLE FRONTAGE LOTS:** The owner of each lot within the

Property, which borders more than one public road will be required to designate the front property line, subject to approval of the Architectural Control Committee pursuant to Article II below.

4. LOT SIZE: Lot sizes as described on the recorded plat of the subdivision are considered minimum lot sizes and not person shall further subdivide any lot other than shown on the recorded plat of said subdivision.

5. SIZE: The minimum total square footage of living area on the first level above ground and located within the area of a foundation for any residential dwelling constructed on any lot within the subdivision, exclusive of porches, balconies, patios, and garages, shall be not less than 1,400 square feet, excepting that at two-story home shall not have less than a minimum of 1,000 square feet on the ground floor area. Three (3) and four (4) level homes must have not less than 1,600 square feet finished. A double car garage, or more, either attached or detached with not less than 480 square feet is required.

6. ARCHITECTURAL CONTROL: No building, out building, garage, stable, barn, fence, wall, pool or improvement shall be commenced, erected or maintained upon any lot, not shall any exterior addition, change or alternation, or in the event of a casualty loss, any restoration, be made to the exterior portion of any residence until the plans and specifications showing the nature, kind, shape, height, materials, and location in respect with topography and adjacent lots and landscape plan therefore shall have been submitted to and approved in writing by the Architectural Control Committee.

7. MASONRY: No structure shall be built with less than 25% masonry exterior surface, unless otherwise approved by the Architectural Control Committee. The percentage will be determined by taking twenty-five (25) percent of the total exterior surface area of the home, including windows, doors, and garage doors, but exclusive to roofs.

8. DILIGENCE IN BUILDING: When the erection of any residence or other structure, once begun, work thereon must be completed within a reasonable length of time. (Eight months shall be considered reasonable).

9. PETS, ANIMALS, ECT: NO more than 10 livestock animals shall be kept on any of said lots. For purposes of these Protective Covenants livestock such as horses, cows or other animals, or fowl shall be counted in animal units as defined as by the Utah State Division of Water Rights. For lots larger than 5 acres, shall be permitted 2 animal units per acre.

10. TEMPORARY OR OTHER STRUCTURES: No structure of a temporary nature, and no trailer, bus, basement, outhouse, tent, garage, or other buildings shall be used at any time as a residence either temporary or permanently. No old or second-hand structures shall be move onto any of the said lots, it being the intention hereof that all dwellings and other buildings to be erected on said lots, or within said subdivision, shall be new constructed of good quality, workmanship and materials.

11. NUISANCES: No use of firearms for any purpose or noxious or offensive activity, resulting in such occurrences as unreasonable noise, the creation of hazardous or unsafe conditions, or offensive odors other than those associated with agriculture activities. The keeping of three (3) dogs, which are more than four (4) months old, as well as the above mentioned items, shall not be permitted use of the property.

12. **UNSIGHTLINESS:** Any lot, improved or unimproved shall be kept free of trash, weeds, rubbish and other refuse. Rubbish shall include but not be limited to bushes, weeds, household, automobile, camper, trailer, boats, agricultural equipment or parts thereof which are or have been in a state of disrepair or unassembled on any lot in view of the public. It is hereby agreed that in the event of default, the Declarant hereby reserves the right, without obligation, to enter or contract to remove such rubbish and do all other things necessary to place the property in a neat and orderly condition. The expense thereof shall become due and payable from such owner immediately following cleanup after written demand.
13. **PROTECTION OF WELL WATER:** These Protective Covenants shall follow the Tooele County Well protection ordinance. Any water rights granted with the said lot shall in no way be represented by developer as approved drinking water and shall be tested by the owner or Tooele County. Each lot owner will be responsible to drill, equip and maintain wells for domestic and agricultural use.
14. **PARKING:** All motor vehicles stored on the lots visible from the streets shall be in running condition and properly licensed. Agricultural equipment, boats, trailers shall be stored behind dwelling unit.
15. **LANDSCAPING:** A minimum of 6,000 sq. ft of landscaped area is required for each lot. This landscaping shall be completed within 6 months after the completion of construction of the dwelling unit. Such landscaping shall include six (6) trees planted in the front yard.
16. **EASEMENTS AND DRIVEWAYS:** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. These easements shall in no way be interfered with, obstructed or otherwise encroached upon. A 18" culvert shall be installed the time of construction by the buyer of the lot, and follows the engineering cross-section provided by developer. Front easement and drainage swell shall be landscaped and maintained to the edge of asphalt, either with grass, shrubs or rockscape by the homeowner no later then six (6) months after construction.
17. **SIGNS:** No billboard of any character shall be erected, posted, painted, or displayed upon or about any of the property. No sign of any kind, except signs used by the Developer or by a builder to advertise the Property during a development, construction or sale period, shall be displayed to the public view any lot, part or portion of the Property without prior written approval of the Architectural Control Committee and said Committee shall have the right to remove or cause the removal of any such billboards or any sign erected and displayed without prior approval.
18. **FINISHES:** No reflective finishes other than glass or hardware fixtures may be used on exterior finishes. Primary roof pitches shall be no less then 6/12. Overhangs and certain roof lines shall be permitted a less pitch. Architectural grade shingles are required on all structures that are built on each lot, unless approved by the Architectural Control Committee.
19. **OIL & MINING:** There shall be at no time any type of mining or oil exploration or any

other mineral, gravel product or other products.

20. **UNSIGHTLINESS:** No unsightliness shall be permitted within the subdivision. Without limiting the generality of foregoing, (a) no vehicle, boat or equipment shall be constructed, reconstructed, repaired or abandoned within the Subdivision, except for work done entirely within one of the constructed buildings, and (b) refuse garbage, rubbish, or other waste shall be placed and kept at all time's in covered containers and each lot whether improved or unimproved, New plantings placed on the property shall be properly nurtured and maintained. Should any lot owner fail to comply with the provisions hereof and shall also have the authority, but without any obligation, to complete the landscaping and require the lot owner to pay a reasonable amount for such completion. All attorneys fees and cost incurred in any such action, and all expenses incurred in connection with such completion, shall constitute a lien on such lot owner's lot, and shall also be a personal obligation of said owner, enforceable at law, until such payment therefore is made.

ARTICLE II DURATION, ENFORCEMENT, AMENDMENT

1. **DURATION OF RESTRICTIONS:** The covenants and restrictions contained herein shall run with and bind the land for a period of Ninety-nine (99) years from the date this document is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, subject to amendment as herein set forth, During the Developmental Phase (defined below), the covenants and restrictions contained herein may be mortified, amended or repealed in whole or in part at any time and from time to time by the Developer or his successor or assigns by recorded instrument. The "Development Phase" shall be the time from the date of the recording of the Plat of Subdivision until such time as Developer transfers legal title to more than ninety percent (90%) of the number of lots (95) to bona fide purchasers.

Upon completion of the Development Phase, the covenants and restrictions contained herein may be amended by a recorded instrument signed by the owners of no less than seventy-five (75%) of the number of lots. No amendments after the completion of the Development Phase be made until a thirty (30) day written notice of any such proposed amendment has been sent to every owner of any lot within the Property.

2. **NOTICES:** Any notice required under the provisions of this document to be sent to any lot owner shall be deemed to have been property sent when mailed, postage prepaid, to the last know address of such owner.

3. **CONSTRUCTION SERVERABILITY:** All other restrictions, covenants and conditions contained in this document shall be construed together. Invalidation of any one of said restrictions. Covenants or conditions, or any part thereof, shall in no wise affect the enforceability or applicability any of the remaining restrictions, convents or conditions, or parts thereof.

4. **VIOLATION CONSTITUTES NUISANCE:** Every act or omission whereby any restriction, convents or condition in this document set forth is violated in whole or in part, is declared to be and shall constitute a nuisance, and may be abated by appropriated legal action by the Developer or any owner or owners from time to time of any lot or portion of the Property. Remedies hereunder shall be deemed cumulative and not exclusive.

5. **ENFORCEMENT:** Each and all of the restrictions, covenants and conditions contained in this document is and are for the benefit of the Developer, and of the owner or owners from time to time of any lot, party or portion of the Property. Each such restrictions covenant and condition shall insure to the benefit of and pass with each and every lot, part or portion of the Property and shall apply to and be binding upon each and every successor in interest. Said restrictions, covenants and conditions are and shall be deemed covenants of equitable servitude, and the actual or threatened breach thereof, or the continuance of any such breach, may be enjoined, abated, or remedied by appropriate proceedings at law or in equity by the Developer or the owner or owners from time to time of any lot, part or portion of the Property shall be bounded and obligated by the said restrictions, covenants and conditions, whether such ownership is obtained by foreclosure, at a trustee's sale, or otherwise.

6. **RIGHT TO ENFORCE:** The provisions contained in this Declaration shall bind and insure to the benefit of and be enforceable by the Developer, their legal representatives, heirs, successor and assigns, and failure by the Developer assigns, to enforce any of said restrictions, covenants or conditions shall in no even be deemed a waiver of the right to do so thereafter.

7. **ARCHITECTURAL CONTROL:** Ironwood Real Estate, L.L.C. has retained TUCKER CONSULTING, L.L.C., to provide Architectural Control. TUCKER CONSULTING shall act as the Architectural Control Committee, on behalf of the developer, as set forth in these covenants. Prior to the commencement of any excavation, construction or remodeling of any structure or of any addition to any structure, there shall first be filed with the Architectural Control Committee the following:

(a) Site plan to scale showing all existing features and proposed development. Site plan shall included entire sq. ft. of residential use and landscaping and the total concept for the lot including garages, home, garages, barns, corrals, and outbuilding.

(b) one (1) complete set of building floor plans to scale prepared by an architect or which have been professionally drafted, showing elevations of any and all structures and a description of all exterior materials and colors with samples.

No work shall commence unless and under the Architectural Control Committee Control shall endorse on one set of such plans, its written approve that such plans, its written approve that such plans are in compliance with the covenants herein set forte and with the standards herein or hereafter established by said Committee pursuant hereto. Said Committer shall have the right to refuse to approve any such plans and specifications and shall have the right, in so doing, to take into consideration the suitability of the proposed building, the materials of which it is to be built, the site upon which it is proposed to be erected, the harmony thereof with the surroundings, and the effect of said building or other structure so planned on the outlook from adjacent or neighboring property. The second set of such plans shall be filed as permanent record with the Architectural Control Committee. In the event said Committee fails to approve or disapprove in writing any such plans within sixty (60) days after the submission thereof to the Committee, then such approval shall be deemed to have been given. The Developer shall have the right to appoint members or companies to the Architectural Control Committee until such time as title to more than ninety percent (90%) of all of the lots in the Ponderosa development (95 lots) has been transferred by the Developer, the owner of a majority of lots, part or portions of the Property subject to these covenants shall elect and

appoint members of the Architectural Control Committee which Committee shall there after be vested with the powers described herein and shall have jurisdiction over all of the property subject to these restrictions, covenants and conditions.

8. ACCEPTANCE OF RESTRICTIONS: All purchasers of property described above, or any portion thereof, shall be acceptance of contracts or deeps for any lot or lots shown thereon or any portion thereof, thereby conclusively shall be deemed to have consented and agreed to all restrictions, conditions and covenants set forth therein.

9. ASSIGNMENT OF POWERS: Any and all rights and power of the Developer herein contained may be delegated, transferred or assigned. Wherever the term "Developer" is used herein, it includes Developer and its successors and assigns.

IN WITNESS WHEREOF, the undersigned has hereunto executed this document this day of 2/26/04.

Ironwood Real Estate, LLC.

Joseph White

STATE OF UTAH)

)Ss

County of TOOELE)

On the 26 day of February 2004, Joseph White personally appeared before me Joseph White the President of Ironwood Real Estate, L.L.C. to execute to forgoing instrument.

My commission expires: 4-22-2006

