

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, & RESTRICTIONS FOR THE
"PHEASANT RUN RANCH" SUBDIVISION

RECITALS

THIS Declaration of Covenants, Conditions, and Restrictions (hereinafter referred to as the "Declaration"), is made and executed as of the 4th day of April, 2017, by Wayco and Rachael Cowan; in contemplation of the following facts and circumstances:

Lots 19-060-0-0001, 19-060-0-0002, 19-060-0-0003, and 19-060-0-0004, Lots 1-4 of Pheasant Run Ranch Subdivision.

- A. Declarant is the fee title owner of the certain real property situated in Grantsville, Tooele County, State of Utah, 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 Pheasant Run Ranch Subdivision, subject to certain protective covenants, conditions, restriction, reservations, easements, equitable servitudes, all running with the title to said Lots, as hereinafter set forth.

THEREFORE, to further the general purposes herein expressed, Declarant for itself, its successors and assigns, hereby declares that all 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 Wayco and Rachael Cowan, its 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 areas, fences, screening walls, retaining walls, stairs, decks, landscaping, hedges, windbreaks, planting, planted trees 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 Declarant or its successor in interest.
- 1.5 **"Owner"** shall mean (when so capitalized) the record holder of legal title to the fee simple interest in any Lot. If there is more than one owner of record of legal

title to a Lot, then notice to any one if such owners of record shall be deemed notice to all owners of record of that Lot.

- 1.6 **"Parking 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 parking shoulder.
- 1.7 **"Plat Map"** shall mean and refer to that plat of "Pheasant Run Ranch Subdivision", 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.
- 1.9 **"Subdivision"** shall mean, Pheasant Run Ranch, 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.

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 protect and promote the value of the Subdivision, each Owner covenants and agrees to maintain its Lot in accordance with the terms of the declaration.
- 3.2 **Maintenance of Drainage Facilities.** Each lot Owner has a responsibility to ensure the continuous and uninterrupted flow of storm water within the drainage swales located on each side of the roadway, and along certain side yard property lines. 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.
- 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 improvements on any Lot shall be permitted to fall into despair. Such improvements shall at all times be kept in good condition and

adequately painted or otherwise finished. In the event any building or structure is damaged 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.

- 3.5 Improper Maintenance.** Each Lot within the Subdivision shall be maintained by its Owner without regard to whether or not any improvements have been constructed thereon by said Owner, including: (a) Park Strip of Lot is to be maintained or repaired as set forth herein, (b) any portion of any Lot is so maintained as to present a public or private nuisance: or as to substantially detract from the appearance or quality of the surrounding Lots; or (c) any portion of a Lot is being used in a manner which violates this Declaration.

4. COVENANTS, CONDITIONS, AND RESTRICTIONS

- 4.1 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 therefrom, 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 of such other Lot. No other nuisance 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, all Lots shall be kept in a neat and orderly condition during construction periods. Trash and debris shall not be permitted to accumulate.
- 4.2 Parking and 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 twenty-two 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.
- 4.3 Garbage and Refuse Disposal.** No Lot shall be used as or maintained as a dumping ground for rubbish, trash, garbage, 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 the 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, weeds, and other refuse by the Lot Owner. No unsightly material or objects are to be stored on any Lot in the view of the general public.

- 4.4 **Restriction on 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 application for variances shall be filed with any government authority unless the proposed use otherwise compiles with the provisions of the Declaration.
- 4.5 **Water.** Culinary and irrigation water will be furnished by Well Water Agreement attached to each Lot.
- 4.6 **Use of Lots.** All Lots within Subdivision shall be used only for the construction and occupancy of one single family dwelling. Lots may also be used for the construction of typical residential amenities such as a family swimming pool, tennis courts, etc. No "manufactured" homes will be allowed.
- 4.7 **House Number.** Each Lot shall have a 6-inch, lighted or reflective house number displayed on the front north 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 this house number is not obstructed from view of the street.

5. **TERM AND AMENDMENTS**

- 5.1 **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 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 prior to such vote, to six (6) months after such a vote, from the owners of record of seventy-five (75%) of the Lots.
- 5.2 **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 written consent is obtained from 75% of owners of record.

6. **MISCELLANEOUS**

- 6.1 **Severability.** Any determination by any court 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.
- 6.2 **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 interests of the Owners including, but not limited to, access and utility easements and road easements.
- 6.3 **Declaration to Run with the Land.** Declarant for itself, its successors and assigns, hereby declares that all the Subdivision shall be held, used and occupied subject to the provisions of the Declaration, and to the covenants and restrictions 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 caused its name to be signed by the signature of its duly authorized representative as of the day and year first hereinabove written.

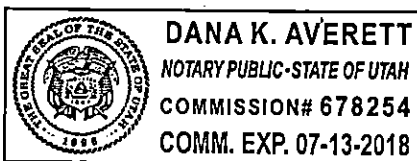
Executed this 7th day of April, 2017.

Wayco Cowan
Wayco Cowan

Rachael Cowan
Rachael Cowan

STATE OF UTAH)
):
COUNTY OF Taube)

On this 7th day of April, 2017, WAYCO W. COWAN and RACHAEL A. COWAN personally appeared before me, whose identities have been proven on the basis of satisfactory evidence, and after being duly sworn, acknowledge that they executed the foregoing Declaration, for the purpose stated therein, of their own voluntary act.



Dana K Averett
Notary Public