

PROTECTIVE COVENANTS
FOR
COUNTRY LANE RANCHETTES SUBDIVISION
TOOELE COUNTY, UTAH

KNOW ALL MEN BY THESE PRESENTS: That LEUCADIA FINANCIAL CORPORATION, hereafter referred to as the "Developer", is the owner of the following described property, hereinafter referred to as the "Property", located in Tooele County, State of Utah, to-wit:

All of the Country Lane Ranchettes subdivision, 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 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, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement and sale of the Property, and are established and agreed upon for the purposes of enhancing and protecting the value, desirability and attractiveness of the Property and every lot, part or portion thereof, to prevent nuisances and secure to each lot owner the full benefit and enjoyment of his home. The acceptance of any deed to or conveyance of any lot, 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 a 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. All structures shall be constructed in accordance with the zoning and building ordinances of Tooele County, in effect from time to time. No mobile homes or log homes shall be placed or erected on said property at any time or used as a permanent residence.

2. **HORSE TRAIL:** A ten (10) foot wide easement for the purpose of a Horse Trail is reserved along and immediately adjacent to each side of each dedicated street in the subdivision (i.e., Erda Way Road and Country Lane) and in the ten (10) foot wide strip along the portion of the subdivision which is immediately adjacent to the County Road known as Droubay Road. These easements for horse trails are reserved for the sole use and benefit of residents of the Property, and nothing contained herein shall be interpreted or construed to create any public right to use of these trails. No structure, fence, planting or other material shall be placed or permitted to remain which would interfere with the passage of horses within these easements.

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3. **BUILDING LOCATION:** No building shall be located on any lot nearer to the front lot line than fifty (50) feet therefrom; nor nearer than thirty (30) feet to the rear lot line; nor nearer than twenty (20) feet to a side lot line. No house shall be built further than one hundred fifty (150) feet from the front property line as measured from the front lot line to the back of the house. No outbuildings, barns, or corrals shall be erected, nor shall any animals, except dogs, cats or other domesticated household pets, be housed, quartered corralled or stabled any nearer than one hundred fifty (150) feet from any property line which borders a dedicated street, except that livestock may be permitted to pasture within that area. All of the foregoing measurements shall be made from the applicable lot line to the foundation, porch or other extension of such building, whichever is nearer to such lot line. For the purpose of this covenant, eaves and steps shall not be considered as part of a building, provided however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another. Decks and porches if covered, enclosed or raised above the natural elevation shall be considered a building or part thereof.

4. **CORNER AND DOUBLE FRONTAGE LOTS:** The owner of each lot within the Property which borders more than one public road ie: (Lots 1,6,7,8,23 & 38) will be required to designate the front property line, subject to approval of the Architectural Control Committee pursuant to Article II below. Once the front property line has been so established, the Architectural Control Committee shall have the power and authority to waive or modify any of the restrictions contained in paragraph 3 above insofar as they apply to a property line other than the front property line.

5. **LOT SIZE:** Lot sizes as described on the recorded plat of the subdivision are considered minimum lots size and no person shall further subdivide any lot other than as shown on the recorded plat of said subdivision.

6. **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 a 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 1,800 square feet finished. A double car garage either attached or detached with not less than 500 square feet is required.

7. **ARCHITECTURAL CONTROL:** No building, out building, garage, stable, barn, fence, wall, pool, or improvement shall be commenced, erected or maintained upon any lot, nor shall any exterior addition, change or alteration, 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 (as provided in Article II below) by the Architectural Control Committee.

8. **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 of roofs.

9. **DILIGENCE IN BUILDING:** When the erection of any residence or other structure is once begun, work thereon must be completed within a reasonable length of time (six months shall be presume to be reasonable).

10. **PETS, ANIMALS, ETC.:** No animals other than livestock and household pets 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 below. No more than ten (10) animal units shall be allowed on any 5 acre lot. Lots larger than 5 acres shall be limited to two animal units per acre. The mixture of animal units on any given lot shall include no more than one animal unit of medium size domestic animals and no more than one animal unit of small domestic animals and fowl. A horse or cow or other similar large domestic

animals shall be counted as one animal unit. Medium size domestic animals such as sheep, goats or pigs shall be counted at a ration of five (5) per animal unit. Small domestic animals and fowl shall be counted at a ration of twenty (20) per animal unit. All owners of pets or livestock shall provide adequate fences, pens, barns or houses for such animals in order to keep them from straying onto other's property. In addition, all property owners shall be required to maintain said pens, corrals, barns or houses for their pets in a sanitary condition in order to prevent odor and the accumulation of breeding insects.

11. **EASEMENTS AND DRIVEWAYS:** Easements for installation and maintenance of utilities, drainage facilities and horse trails 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, maintenance or replacement 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. Flood easements and drainage ditches along Droubay Road, Erda Way and Country Lane may not be interfered with in any way, including driveways or pedestrian walkways without the written approval of Tooele County; the design and construction of all driveways at the area where they intersect with public highways must be approved by Tooele County. The easement areas of each lot, including the horse trail easements, and all improvements in them shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

12. **TEMPORARY OR OTHER STRUCTURES:** No structure of a temporary nature, and no trailer, bus, basement, outhouse, tent, shack, garage, or other outbuildings shall be used at any time as a residence either temporarily or permanently. No old or second-hand structures shall be moved onto any of 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 construction of good quality, workmanship, and materials.

13. **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 agricultural activities (but specifically excluding feed lots; slaughter houses and industries involved in producing agricultural products; kennels, the keeping of more than 3 dogs, which are more than four (4) months old; all of which are not permitted uses of the property) shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the subdivision.

14. **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 sales period, shall be displayed to the public view on any lot, part or portion of the Property without the prior written approval of the Architectural Control Committee and said Committee shall have the right to remove or cause the removal of any such billboard or any such sign erected and displayed without said prior approval.

15. **FINISHES:** No reflective finishes other than glass or hardware fixtures may be used on exterior finishes.

16. **OIL AND MINING OPERATIONS:** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, part or portion of the Property, nor shall any oil well, gas well, tank, tunnel, mineral excavation or shaft be permitted upon or in any such lot, part or portion of the Property.

17. **UNSIGHTLINESS:** No unsightliness shall be permitted within the subdivision. Without limiting the generality of the 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 times in covered containers, and each lot whether 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 wastes automobiles, campers, trailers, boats, agricultural equipment, or parts thereof, which have been in a state of disrepair or unassembled for a period exceeding thirty (30) days. No unsightly materials or other objects are to be stored on any lot in view of the general public. It is hereby agreed that in the event of the default in the performance of this covenant, the Declarant or the Architectural Control Committee, or their respective successors, or assigns, hereby reserve the right, but without any obligation, to enter upon the property of such owner and remove all rubbish and do all other things necessary to place said property in a neat and orderly condition in accordance with this covenant, and the expense thereof shall become due and payable from such owner to the Declarant, or the Architectural Control Committee, or their respective successors or assigns, within five (5) days after written demand thereof.

18. **PROTECTION OF WELL WATER:** These Protective Covenants expressly prohibit any act which would result in a concentrated source of pollution within 100 feet of any water wells supplying water for domestic purposes. Examples of such pollution include but are not limited to, pit privies, septic tank drain fields, garbage dumps, corrals, etc.

19. **PARKING:** All motor vehicles stored on the lots visible from the streets shall be in running condition and properly licensed. No agricultural equipment, campers, boats, or trailers shall be stored in excess of five (5) days in driveways, on streets, or other areas in open view within this subdivision. Agricultural equipment, campers, boats, or trailers stored for a longer duration must be stored behind the residential dwelling unit.

20. **BUILDING MATERIALS:** No lot, part or portion of the Property shall be used or maintained as a storage for building materials except during a construction phase. Once a dwelling is occupied or made available for sale all building materials shall be removed or stored inside such dwelling.

21. **WATER SUPPLY:** Each lot owner will be responsible to drill, equip and maintain wells for domestic and/or agricultural uses for the lot.

22. **POWER AND TELEPHONE LINES:** All power and telephone lines must be placed underground from each house or other structure to the nearest transformer, pole or vault. No owner shall place or permit to exist any suspended overhead power or telephone lines of any kind.

23. **SEWAGE DISPOSAL:** Until such time as a sanitary sewer system shall have been constructed to serve these lots, each lot owner will be responsible to construct and equip a septic system to serve the residential dwelling. The septic system shall be installed in accordance with the Tooele County Board of Health requirements.

24. **ANTENNAE:** No external radio, television, dish or other antennae of any kind or nature, or device for the reception or transmission of radio, microwaves or other similar signals shall be permitted on any lot without the prior written approval of the Architectural Control Committee.

25. **SAFE CONDITION:** Without limiting any other provision of this declaration, each owner shall maintain and keep such owner's lots at all times in a safe, sound and sanitary condition and repair and shall correct any condition or refrain from any activity which might interfere with the reasonable enjoyment by other owners of their respective lots.

26. **LANDSCAPING:** A minimum of 8,000 sq. ft. residential/landscaped area is required for each lot which shall include residential living space, garages, landscaping, orchards, fences, walls or pools. Within six (6) months after the completion of construction of any home upon a lot, the owner of such lot must have substantially completed the landscaping of the residential/landscaped area. Such landscaping shall include but shall not be limited to the preparation for the planting of lawn, grass or other appropriate ground cover, appropriate shrubbery, and planting of at least six (6) trees in the front yard. Trees, lawns, shrubs, or

other plantings placed on the property shall be properly nurtured and maintained. Should any lot owner fail to comply with the provisions of this section, the Architectural Control Committee shall have the right to seek an order from a court of proper jurisdiction requiring specific performance 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 costs 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.

27. SLOPE CONTROL: No structure, planting or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with the natural surface, create erosion or sliding problems, or which may change the direction of flow of drainage channels or obstruct or retard the flow of water through drainage channels. The slope control area of each lot and all improvements in them shall be maintained continuously by the owner of the lot, and no improvements shall adversely affect the slope control of other lots in the subdivision except for those improvements for which a public authority or utility company is responsible.

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 fifty (50) 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 Development Phase (defined below), the covenants and restrictions contained herein may be modified, 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 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 percent (75%) of the number of lots. No amendment after the completion of the Development Phase shall 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 properly sent when mailed, postage prepaid, to the last known address of such owner.

3. CONSTRUCTION AND SEVERABILITY: All of the 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, covenants or conditions, or parts thereof.

4. VIOLATION CONSTITUTES NUISANCE: Every act or omission whereby any restriction, covenant 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 appropriate 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, part of portion of the Property. Each such restrictive covenant and condition shall inure 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; provided, however, that no such breach shall affect or impair the lien of any bona fide mortgage or trust deed which shall have been given in good faith and for value, except that any subsequent owner of said lot, part or portion of the Property shall be bound 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 inure to the benefit of and be enforceable by the Developer, by the owner or owners from time to time of any lot, part or portion of said Property, their and each of their legal representatives, heirs, successors and assigns, and failure by the Developer assigns, to enforce any of said restrictions, covenants, or conditions shall in no event be deemed a waiver of the right to do so thereafter.

7. **ARCHITECTURAL CONTROL COMMITTEE:** The Architectural Control Committee which is vested with the powers described herein shall consist initially of at least three (3) persons appointed by the Developer. 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 include 8,000 sq. ft. of residential use and landscaping and the total concept for the lot including home, garages, barns, corrals and outbuildings.
- (b) 2 complete sets 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 until the Architectural Control Committee shall endorse on one set of such plans, its written approval that such plans are in compliance with the covenants herein set forth and with the standards herein or hereafter established by said Committee pursuant hereto. Said Committee 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 all members of the Architectural Control Committee until such time as title to more than ninety percent (90%) of the number of lots in the Property has been transferred to bona fide purchasers. When title to more than ninety percent (90%) of all of the lots in said development has been transferred by the Developer, the owners of a majority of lots, parts or portions of the Property subject to these covenants shall elect and appoint members of the Architectural Control Committee, which Committee shall

thereafter 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 by acceptance of contracts or deeds 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 29th day of March, 1994.

LEUCADIA FINANCIAL CORPORATION

By: [Signature]
Its: [Signature]

ATTEST:

[Signature]
Vice President

STATE OF UTAH)
)ss
County of Salt Lake)

On the 29th day of March 19 94, personally appeared before me C. Bruce Miller, the President of LEUCADIA FINANCIAL CORPORATION, a Utah corporation, and L.W. Pinnock, the Vice President Secretary of said corporation who being by my duly sworn did say that they executed the foregoing instrument for and on behalf of said corporation by authority of a resolution of its board of directors for the uses and purposes set forth therein.

[Signature]
Notary Public

My Commission Expires: June 12, 1996 Residing at: 529 East South Temple

Salt Lake City, UT 84102

