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GARY W. OTT
 RECORDER, SALT LAKE COUNTY, UTAH
 BACH BUILDERS & DEVELOPERS LLC
 55 W 9000 S
 WEST JORDAN UT 84098
 BY: SSM, DEPUTY - WI 4 P.

**DECLARATION OF
COVENANTS, CONDITIONS & RESTRICTIONS
OF THE COPPER TREE SUBDIVISION**

THIS DECLARATION is made this 26th day of February 2004 by Bach Builders & Developers L.L.C., hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property (hereinafter referred to as the "Lot(s)") in Magna City, Salt Lake County, State of Utah, more particularly described as follows:

All of Lots 101-165, The Copper Tree Subdivision according to the official plat thereof filed with the Salt Lake County Recorder in Salt Lake City, Utah.

WHEREAS, Declarant intends that the Lots, and each of them, together with the Common Easements as specified herein, shall hereafter be subject to the covenants, conditions, restrictions, reservations, assessments, charges and liens herein set forth.

WHEREAS, THEREFORE, Declarant hereby declares, for the purpose of protecting the value and desirability of the Lots, that all of the Lots shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which shall run with the Lots, and be binding on all parties having any right, title and interest in the Lots or any part thereof, their heirs, successors and assigns, and shall insure to the benefit of each Owner thereof.

**ARTICLE I
ARCHITECTURAL CONTROL**

SECTION 1. The Architectural Control Committee shall be composed of the Architectural Control staff of Bach Builders & Developers L.L.C. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members of the committee shall have full authority to select a successor. Neither members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

SECTION 2. The Committee's approval or disapproval as required in these covenants shall be in writing. The Owner must submit a set of formal plans, specifications, and site plan to the Committee before the review process can commence. In the event the Committee or its designated representative fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.

ARTICLE II RESIDENTIAL AREA COVENANTS

SECTION 1. Quality.

No lot shall be used except for residential purposes. Buildings may not exceed 2 stories in height. A partial amount of brick, rock, or stone, must be used for the finish system on the front building façade. The remainder of the front, sides, and rear elevation may be finished with brick, rock, stone, stucco, hardy plank, shingle, or vinyl siding as approved by the architectural committee. All construction shall be comprised of new materials, except that used brick may be used with prior written approval of the Architectural Control Committee.

SECTION 2. Dwelling Size.

Rambler: 900 square feet minimum main level

Multi-Level: 1000 square feet minimum finished square feet from a bird's eye view of the home.

Two Story: 1100 square feet minimum finished above grade.

Each dwelling must have an attached garage for a minimum of 2 vehicles.

Note: All of the above dwelling size requirements are exclusive of open porches and garages.

SECTION 3. Fencing.

There will be no fencing permitted in the front yard or front side yards of the home (front side yard being defined as the middle of the home to the front yard), unless approved by the architectural control committee. Front fencing may be allowed for decorative and landscaping purposes only if it is no higher than 3 feet. Fencing material will consist of WOOD, VINYL, BRICK, CHAIN LINK FENCE, and OR CINDER BLOCK

Section 4. City Ordinances.

All improvements on a Lot, sheds, pools and other structures, shall be constructed and maintained, and all activities on a Lot shall be undertaken, in conformity with all laws and ordinances of the City of Magna and Salt Lake County, and the State of Utah which may apply, including without limiting the generality of the foregoing, all zoning and land use ordinances.

SECTION 5. Easements.

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. **Copper Tree Subdivision** is within the Kennecott Pollution Easement.

SECTION 6. Nuisances.

No noxious or offensive activity 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 neighborhood. No rubbish or debris of any kind shall be placed or permitted to accumulate

upon the Property and no odors shall be permitted to arise there from so as to render any part of the Property unsanitary or unsightly or which would be offensive or detrimental to any other part of the Property or to the occupants thereof. No metals, bulk materials, scrap, refuse, trash or non-operable vehicles shall be kept, stored or allowed to accumulate on any Lot except within an enclosed structure or when appropriately screened from view.

SECTION 7. Temporary Structures.

No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any Lot at any time as a residence, either temporarily or permanently.

SECTION 8. Garbage and Refuse Disposal

No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers.

SECTION 9. Landscaping.

All front and side yards must be fully sprinkled and landscaped with sod, and 5 shrubs according to the Copper Tree Landscape Design Guidelines prior to occupancy, unless weather does not permit, at which time funds for landscaping will be escrowed until weather permits. Rear yard must be landscaped within 1 year of occupation of dwelling. All park strips must be planted in grass and uniform trees. The trees shall be 20'-25' apart in park strips throughout the subdivision. The tree to be included in the park strip will be the Flowering Pear. The trees shall be a minimum of 1 1/4 caliper in size and shall be purchased, planted and cared for by the owner and their placement will be directed by the Architectural Control Committee. **The owners of the corner lots entering the subdivision off 2700 South, Lot 101 and Lot 107 shall be required to maintain the landscaping and Flowering Pear trees in the park strip along the street.**

SECTION 10. Recreational Vehicles.

Boats, trailers, and campers shall be parked only within the Lot of the Owner concerned. When parked within a lot, such boats, trailers, campers, and similar vehicles shall be kept in an enclosed structure or screened from view from the street.

SECTION 11. Animals.

No animals other than small household pets (dogs, cats, birds, hamster, fish, etc.) shall be kept or allowed on any Lot. 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.

SECTION 12. Weed Control.

After a Lot is initially sold, each Lot Owner shall, to the extent reasonably feasible, control the growth and proliferation of noxious weeds and other flammable materials on his Lot so as to minimize fire and other hazards to surrounding Lots, Living Units, and surrounding properties, and shall otherwise comply with any applicable ordinances, laws, and regulations pertaining to the removal and/or control of noxious weeds.

ARTICLE III GENERAL PROVISIONS

SECTION 1. Enforcement.

Any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by any Owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 2. Severability.

Invalidation of any of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

SECTION 3. Amendment.

The covenants and restrictions of this Declaration shall run with and bind the land, for a term of 40 years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of 10 years. This Declaration may be amended or terminated by a vote of at least 80% of the total votes of all Owners, which vote shall be taken at a duly called meeting. Any amendment approved shall be reduced to writing, signed, and recorded against the Lots.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand this 26th day of February 2004.

DECLARANT:

Bach Builders & Developers, L.L.C.



by: Dale L. Rindlisbacher, Managing Member

State of Utah)
) ss
)

County of Salt Lake)
The foregoing instrument was acknowledged before me this 26th day of February,
2004 by Dale Rindlisbacher representing Bach Builders & Developers LLC
in capacity of Managing Member.



Notary

