

ENT 102793:2010 PG 1 of 12
RODNEY D. CAMPBELL
UTAH COUNTY RECORDER
2010 Nov 24 4:54 pm FEE 108.00 BY SW
RECORDED FOR STANLEY R SMITH

**DECLARATION OF PROTECTIVE COVENANTS
CONDITIONS AND RESTRICTIONS FOR
SAGE VALLEY PLAT "B"**

The undersigned is the owner of the real property ("property") in the County of Utah, State of Utah, described as:

SAGE VALLEY PLAT "B"

The property presently consists of 77 lots which have been recorded (Entry#88952:2007).

The undersigned has deemed it desirable to provide a general plan for the development of all of the property and for the establishment of covenants upon the property and for the establishment of covenants upon the property for the purpose of enhancing and protecting the value and attractiveness of the property.

Title to all of the lots located within the property may be sold only subject to these protective covenants, conditions and restrictions as set forth below.

The undersigned hereby covenants, agrees and declares that all of the lots and property described above and such additions thereto as may hereafter be made shall be held, sold and conveyed subject to the following covenants, conditions and restrictions which are hereby declared to be for the benefit of all of the property and the owners thereof, their successors and assigns. These covenants, conditions and restrictions shall run with the property and shall be binding upon all parties having or acquiring any right, title or interest in the property or any lot or part thereof and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

The following terms used in these covenants, conditions, and restrictions shall be applicable to this Declaration and are defined as follows:

Section 1. "Lot" shall mean and refer to a recorded lot within the existing property upon which there has been or will be constructed a single family dwelling.

Section 2. "Owner" shall mean and refer to the record owners, whether one or more persons or entities, of a fee simple title to any lot which is a part of the property, including contract buyers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Committee" shall mean and refer to the Sage Valley Development Committee. See Article III

ARTICLE II
ARCHITECTURAL CONTROL

Section 1. Dwelling Quality and Size. No lot shall be used except for residential and related purposes. No building shall be erected, altered or permitted to remain on any lot other than one (1) single family residence not to exceed two stories in height and a private garage for not less than two nor more than four vehicles; detached accessory building may also be approved by the architectural committee (see Section 9b). The minimum area above ground, excluding garages and porches, of a single-level dwelling (Rambler) shall be one thousand three hundred (1,300) square feet only if the dwelling has an attached third-car garage. If the dwelling has no triple-car garage attached then the minimum main-floor area shall be one thousand five hundred (1,500) square feet. The minimum area above ground, excluding garages and porches of a two-story dwelling shall be one thousand eight hundred (1,800) square feet only if the dwelling has an attached triple car garage. If the dwelling has no triple-car garage attached then the minimum area above ground shall be two thousand two hundred (2,200) square feet. A split-level design may be proposed to the architectural committee that has a minimum finished area of one thousand four hundred (1,400) square feet with an attached third-car garage; approval of said design shall be at the discretion of the architectural committee. A one and one-half design (Bonus Space) shall follow the same minimum requirements as the single-level dwelling (Rambler) set forth above with only the main floor area (excluding bonus space) being considered as above ground area; bonus space will not be included in the minimum area above ground. Log homes, solar homes, or subterranean homes or buildings are not permitted. All dwellings shall be built according to the minimum architectural guidelines as outlined in Section 9. The architectural design will be as equally important as the size.

Section 2. Building Location. Any and all Structures located on the Lot shall be located within the building envelop as defined in the Final Plat and/or as defined by City Ordinance. Owners are encouraged to use offsets of greater than what is specified on the Final Plat and/or City Ordinance if the Lot can accommodate such.

Section 3. Moving of Structures. No structure of any kind shall be moved from any other place to the property without written approval of the Committee.

Section 4. Temporary Structures. No trailer, basement, tent, or shack or other outbuilding shall be placed upon or used at any time within the property as a temporary or permanent residence.

Section 5. Completion of Building. Once construction of a dwelling or any other structure has begun, work thereon must be carried out diligently and completed within twelve (12) months of the date of commencement.

Section 6. Landscaping. Owner shall complete minimum landscaping improvements of the minimum front yard area and minimum side yard area facing a street for corner lots before certificate of occupancy from the City. The minimum landscaping area of the front yard is

hereby defined as minimum front yard width by minimum front yard depth. Minimum front yard width shall be no less than (130) feet of frontage. Minimum front yard depth shall be from front of home to edge of asphalt of the street. The minimum landscaping area of side yard, which applies to corner lots only, is hereby defined as minimum side yard width by minimum side yard depth. Minimum side yard width shall be from the rear corner of the home to the front yard landscaping. The minimum side yard depth shall be from the side of the home to the edge of asphalt of the street. (Note: no trees or sprinklers are to be located in the swell adjacent to the street; however, said swell can be irrigated with front yard sprinklers) Landscape improvements shall include at a minimum an automated sprinkler system and grass (sod, hydro-seed or equivalent) or xeriscape of natural appearance. Owners are encouraged to use a variety of trees, shrubs, and bushes that beautify the yard and overall appearance of the neighborhood. Trees, shrubs and bushes that produce obnoxious seeds, weeds or unwanted fruit shall not be permitted. Marble chips, volcanic rock, or high contrast stone patters (i.e., red, green, bright white, etc.) shall not be allowed.

If weather conditions or other conditions deemed reasonable by the Committee exist that prevent the installation of landscaping, the Owner shall place in escrow (or equivalent substitute) four thousand dollars (\$4,000) to be held as security for completion of landscaping. In the event that landscaping is not completed within 6 months after certificate of occupancy, the architectural committee may draw said funds to complete the required landscaping. The place where funds may be placed in escrow or equivalent substitute to escrow shall be approved by the architectural committee on a case by case basis.

Section 7. Compliance with Applicable Zoning Ordinances. All structures within the property shall be built, occupied and used in accordance with the provisions of Eagle Mountain Zoning Ordinances.

Section 8. Committee Approval Required. No building or structure, including, but not limited to, shed, tennis court or swimming pool, shall be erected, remodeled or placed on the property without the prior written approval of the Committee as to location, height, design and harmony with existing structures and in compliance with the covenants, conditions and restrictions set forth herein.

Section 9. Architectural Guidelines. The following architectural guidelines shall apply to all the lots in the property affected thereby:

(a) Harmony of Exteriors: Exterior material of all dwellings shall consist of hard-surface materials namely brick, stucco, stone or hardee. Other hard-surface materials may be presented to the Committee for review to be approved for use of an exterior material. Aluminum and vinyl siding are not permitted. The roofing material shall be wood shingles, architectural-grade composition shingles, or tile roofs approved by the Committee. The use of natural earth tones will be encouraged, along with the use of wood and stone materials. Bright colors (i.e. yellow, orange, red, blue, etc.) that distract from the aesthetic quality of building set forth in these Covenants and Conditions shall not be permitted.

(b) Detached Accessory Buildings: A detached accessory building may be permitted and shall be subject to all the covenants, conditions, and restrictions imposed by Article II hereof. The detached accessory building shall compliment in design and composition the dwelling placed on the premises and in no event shall such accessory building be permitted with a height greater than the dwelling itself. The design and site plan of such accessory building shall be submitted to the Committee for approval prior to obtaining a building permit and commencing construction of such accessory building.

(c) Roof Lines: Roof Lines must be kept at a 6/12 slope or greater, unless special permission is given by the Committee upon review of plans, specifications and Lot location.

(d) Retaining Walls: All retaining walls must be approved by the Committee.

(e) Fences: No privacy fences shall be allowed in front of the dwelling. Chain link fencing of any type, brand or make is not allowed to be constructed on the property unless it is for recreational purposes (i.e. sport court). Additionally, barbwire and electric fences are not allowed.

(f) Garages and Driveways: Every dwelling must have a minimum of a two (2) car garage and a driveway leading thereto large enough to accommodate two cars parked side-by-side. Three (3) car garages are strongly encouraged.

(g) Prohibitions against Soil Erosion and Runoff; Existing Swells. It shall be the responsibility of the property owner to direct site work relative to the lot in such a manner as to minimize erosion and runoff. Construction shall be conducted in such a manner as to prevent the movement of earth materials or construction debris onto neighboring property or into the storm drainage system. Lot owners shall cause all construction to take place in a good and workmanlike fashion so as not to misuse the natural streams or drainage once constructed. Specifically, all Owners are responsible to ensure existing swell located on the edge of the street is maintained during and after construction. Culverts shall be installed where driveways will disturb existing drainage swells.

Section 10. Architectural Approval. No building or structure shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure upon the lot have been approved by the Committee as to quality of workmanship and materials, harmony of external design with existing structures, and elevation. All homes shall be traditional in style; traditional meaning homes with a Colonial, early American, Tudor, or French architecture. Homes with massive use of glass which resembles commercial buildings or ultra-contemporary/modern design, sub-terrestrial windows, and extreme use of wood will be discouraged. Any home with ultra-contemporary/modern architecture will be discouraged.

The approval or disapproval of any building or structure must be given in writing by the Committee. All decisions of the Committee shall be final and neither the Committee nor its

designated representatives shall be subject to any liability thereof. Any errors or omissions in the design of any building or landscaping, or any violations of city or county ordinances are the sole responsibility of the owners and/or their designated architects. The Committee's review of plans shall in no way be construed as an independent review or opinion of the structural or mechanical adequacy or soundness of the building, and liability thereof. The Committee in its discretion shall be empowered to grant reasonable variances from the conditions and restrictions set forth in this Declaration.

ARTICLE III
Sage Valley "B" Development Committee

Section 1. Membership. The Committee is comprised specifically of Stan Smith, Chad Willis and Scott Hazard. Decisions of the Committee shall be by majority vote, and a majority of the Committee may designate a representative to act for it. The Committee may fill vacancies in the Committee and remove members thereof in its discretion; provided, however, that when ninety percent (90%) of the land comprising the saleable property has been sold (either by deed or under contract of sale), then thereafter, upon designation by eighty percent of those who are owners (either in fee or by contract of purchase) of land comprising the property, of some person or persons whom such owners desire to make a member of said committee, the undersigned will appoint such person or persons to the Committee, and if necessary, will remove from said Committee existing members in order to create vacancies for the new appointments; provided further, however, that one person designated by the Undersigned shall always remain a member of said Committee if the Undersigned so desires. The functions of the Committee shall be, in addition to the functions set forth elsewhere in this Declaration, to pass upon, approve or reject any plans or specifications for structures to be erected on lots within the property, so that all structures shall conform to the restrictions and general plans of the Undersigned, and of the Committee, for the improvement and development of the entire property. Nothing in this paragraph shall be construed as authorizing or empowering the Committee to change or waive any restrictions which are set forth in this Declaration except as herein specifically provided. The Committee may act by any two of its members, and any authorization, approval or power made by the Committee must be in writing signed by at least two members.

Section 2. Enforcement. The Committee or any owner or the successor in interest of any owner shall have the right to enforce by proceedings at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration or any amendment thereto, including, but not limited to, the right to prevent the violation of any such restrictions, conditions, covenants or reservations and the right to recover damages for such violation.

ARTICLE IV
GENERAL PROVISIONS

Section 1. Easements. For installation and maintenance of utilities and drainage facilities, areas, are reserved as shown on the recorded plat. Within these easements, no

structure, planting or other materials 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 or flow of drainage channels in the area or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each of the lots and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

Section 2. Nuisances. No noxious or offensive activity shall be carried on upon any of the property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No storage of any articles which are unsightly in the opinion of the Committee will be permitted on or about the premises unless in enclosed areas built and designed for such purposes or otherwise kept out of view from the street. No automobiles, campers, motor homes, trailers, boats or other vehicles are to be stored on streets of front and side yards, only on a temporary basis and provided they are in running condition and properly licensed.

Section 3. Garbage and Refuse Disposal. The property shall not be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, which shall not be kept except in sanitary containers. All refuse containers shall be kept in clean and sanitary condition. No unsightly material or objects are to be stored on any of the property in view of the general public.

Section 4. Horses; Other Livestock. Horses and other livestock may be kept on only lots defined below and must meet the minimum requirement set forth in the Cities Equine Overlay Zone attached as Exhibit A. Only the following lots shall be permitted to have horses and other acceptable livestock: Lots 22-45 and Lots 48-54. In any case that variations or discrepancies between these CCR's and the Equine Overlay Zone exist, the stricter requirement shall control. All animals included under this provision shall be kept away a minimum of forty (40) feet from the Owner's residence and a minimum of fifty (50) feet from any neighboring residence.

Section 5. Satellite Dishes, Other Structures. Stand-alone satellite dishes, statues, fountains, and other similar items must be submitted for approval by the Committee.

Section 6. Construction Activities; Clean Up; Owner Liability; Cash Deposit. Each owner shall be fully responsible for clean up of all construction materials, debris, and refuse on the property resulting from construction activities undertaken with respect to his lot. Furthermore, each owner shall be liable for damages to curbs, gutters, drainage systems, and other common areas and to adjoining lots resulting from his acts or the acts of his contractors and workmen in performing construction activities on his lot.

Section 7. Severability. Invalidation of any one of these covenants, conditions or restrictions by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Section 8. No Recourse. The protective covenants, conditions and restrictions set forth in this Declaration, together with the Committee, are established for the benefit of the Sage Valley Plat B subdivision. Any damage, loss, claim or liability which might arise due to any decision, act, or failure to act of the Committee or any of its members shall be exempt from any civil claim or action brought by any signatories of this Declaration, or by any person owning or having an interest in any lot or property within the subdivision. The Committee and its members shall be held harmless from any such action or failure to act, and exempt from any civil claim or action resulting from any act or failure to act (whether intended or implied) while functioning as a member of the Committee or for decisions that they may render during the course of their service.

Section 9. Amendments to CCR's. The protective covenants, conditions and restrictions set forth in this Declaration, may be amended by majority vote of lot owners. Each Lot is entitled to one vote. The title owner at the time of voting to amend the CCR's is entitled to submit one vote for each lot owned (In-other-words, one owner may submit multiple votes if the owner is a title owner on multiple lots). Any amendments should be submitted to the architectural committee for review; the architectural committee shall then reasonably organize and schedule voting to take place in a lawful manor.

Dated this 24th day of November, 2010.

SKS UNITED, LLC

Stanley R Smith
BY: STANLEY R SMITH
ITS: Manager

State of Utah)
 ss:
County of Utah)

On the 24th day of November, 2010 personally appeared before me STANLEY R SMITH, who is the manager of SKS UNITED, LLC, a Utah limited liability company, who being by me first duly sworn did say that he executed the foregoing instrument in behalf of SKS UNITED, LLC, pursuant to authority vested in him.

seal

Katherine L. Smith
Notary Public



Exhibit “A”

Chapter 17.52 EQUINE OVERLAY ZONE

Sections:

- 17.52.010 What this chapter does.
- 17.52.020 Purpose and objective.
- 17.52.030 Land use regulations.
- 17.52.040 Development standards.
- 17.52.050 Setbacks.
- 17.52.060 Conditional uses.
- 17.52.070 Sanitation and maintenance.
- 17.52.080 Approval process.
- 17.52.090 Definitions.

17.52.010 What this chapter does.

This chapter establishes the land use regulations for the equine overlay zone in Eagle Mountain City, including permitted, minimum land use standards and other development provisions. This chapter does not change the existing zoning. Landowners on these properties are required to apply for the equine overlay zone designation to run simultaneously with the existing zoning. [Ord. O-06-2008 § 2 (Exh. A § 23.1)].

17.52.020 Purpose and objective.

The purpose and objective of this chapter is to provide a mechanism for designating areas for equestrian uses and activities not allowed by existing zoning and to address the unique requirements of horses in residential zones in a manner conducive to the public safety, health and general welfare. [Ord. O-06-2008 § 2 (Exh. A § 23.2)].

17.52.030 Land use regulations.

The land use regulations shall be those of the base zoning with which the equestrian overlay zone is combined, unless modified by the equestrian zone. The following permitted animal and related uses shall apply and govern where conflicts arise with other portions of the development code.

The maximum number of horses (or equine animals) on any one developed lot of one-half acre to one acre in size is two equine animals in a residential neighborhood. Foals shall not be counted towards the maximum number of horses. [Ord. O-06-2008 § 2 (Exh. A § 23.3)].

17.52.040 Development standards.

A. Site Plan. A lot site plan including boundaries of the subject parcel, as well as surrounding parcels and structures, existing and proposed buildings and structures, lot line setbacks.

B. Stables and barns shall be constructed and maintained in accordance with the city's building codes.

C. Minimum Floor Area. A minimum 600 square feet of surface for each animal shall be provided within a corral or stable.

D. No part of any stable shall be used for human habitation.

E. Fencing is required to be designed and constructed to prevent animals from escaping and is required to be a minimum of five feet in height. [Ord. O-06-2008 § 2 (Exh. A § 23.4)].

17.52.050 Setbacks.

Setbacks shall be governed by the requirements of the existing base zone except that no part of any corral or stable will be located within 35 feet from a habitable dwelling on the same lot, or 30 feet from a patio, pool or similar structure on the same lot. Uncovered stables or corrals that abut alleyways may build up to the property line and are exempt from base zone accessory structure requirements. [Ord. O-06-2008 § 2 (Exh. A § 23.5)].

17.52.060 Conditional uses.

The following conditional uses and such uses as the planning director and planning commission may recommend as similar and consistent with the scale, character and impact of the area will be considered:

A. Community, private, and public stables as defined in this chapter.

B. Arenas and riding arenas as defined by this chapter.

C. Veterinary offices/hospitals. [Ord. O-06-2008 § 2 (Exh. A § 23.6)].

17.52.070 Sanitation and maintenance.

All stables and horse facilities are required to comply with health department regulations. Each property owner is responsible for the maintenance of sanitary conditions including, but not limited to, the cleaning of stables, barns, corrals, and any other areas that animals have access. The removal and disposal of manure, offal, soiled straw and other refuse is required. Animal waste shall not be allowed to accumulate, run off, or leach so as to create a nuisance or be

offensive to other persons in the vicinity. Each lot and structure needs to be maintained so that there is no standing surface water allowed to accumulate within the areas where the animals are kept. [Ord. O-06-2008 § 2 (Exh. A § 23.7)].

17.52.080 Approval process.

The designation of the equine overlay zone shall not be construed as an absolute right upon submission of an application and does not require the approval body to take action based upon findings of facts. The planning commission and city council shall review and take action on the proposed designation application in accordance with the following procedure:

A. Planning Commission Public Hearing. Upon receipt of a complete application, the planning director shall schedule the application for a public hearing before the planning commission. The planning director shall cause all property owners within 600 feet of the boundaries of the proposed application area (including a minimum of at least 25 adjacent property owners and affected entities if there be any) to be notified by first class mail of the time and place of the public hearing at least 10 days prior to the planning commission meeting. The city recorder shall cause that this hearing is advertised in accordance with the requirements of any applicable state statutes. A copy of the public notice of the hearing shall also be posted in three public places (including the city offices) within the city at least 10 days prior to the hearing.

B. City Council Public Hearing. The city council, after receiving a recommendation from the planning commission, shall also conduct a public hearing. The notice requirements for this hearing are identical to the planning commission hearing. The city recorder shall cause that this hearing is advertised in accordance with the requirements of any applicable state statutes.

C. Additional Development Processes. The planning commission and city council at their discretion may require additional improvements or specific requirements as conditions of approval for the equine overlay designation. [Ord. O-06-2008 § 2 (Exh. A § 23.8)].

17.52.090 Definitions.

The following definitions apply in the equestrian (equine) overlay zone:

“Adult horse” means any horse older than 12 months.

“Arena” means an enclosed area used for entertainment and/or a building containing an arena.

“Corral” means any enclosure designed for use as an open holding area for horses for an undetermined amount of time.

“Equine animal” means resembling a horse or relating to the horse family (ponies, donkeys, llamas).

“Foal” means any offspring horse which is less than 12 months in age.

“Stable, community” means a noncommercial stable for horses, operated by and for the exclusive use of the members of a nonprofit, incorporated community organization.

“Stable, private” means an accessory building, structure or premises designed, intended or used for the keeping of horses for the exclusive use of occupants of a dwelling located on the same lot.

“Stable, public” means any premises on which horses are boarded, trained, or rented for commercial purposes.

“Stall” means a division of a stable, a compartment for a horse for shelter for reasons pertinent to the health, welfare, and daily care of each animal. [Ord. O-06-2008 § 2 (Exh. A § 23.9)].