

Ent 515861 Bk 1399 Pg 1012 - 1029
MARCY M. MURRAY, Recorder
WASATCH COUNTY CORPORATION
2022 Mar 01 03:02PM Fee: \$140.00 TC
For: Cottonwood Title Insurance Agency, In
ELECTRONICALLY RECORDED

WHEN RECORDED MAIL TO:

Russ Poulsen
Wasatch Back Holdings, LLC
7585 South Union Park Ave, Suite 200
Midvale, Utah 84047

File No.: 155275-MCM

The Springs at Coyote Ridge Design Guidelines

In Reference to Tax ID Number(s):

00-0021-6914 through 00-0021-6941, 00-0021-6945 through 00-0021-6969 and 00-0021-5577

WHEN RECORDED RETURN TO:

Russ Poulsen
Wasatch Back Holdings LLC
7585 South Union Park Ave, Ste. 200
Midvale, UT 84047
801-948-8800

THE SPRINGS AT COYOTE RIDGE DESIGN GUIDELINES

This Declaration of Design Standards for The Springs at Coyote Ridge, (the "Declaration") is executed by Wasatch Back Holdings, LLC, a Utah limited liability company, of 7585 Union Park Ave. Ste. 200 Midvale, Utah 84047 (the "Declarant"), with reference to the following:

RECITALS

A. Declarant is the owner of certain real property located in Wasatch County, Utah described more particularly on Exhibit "A" attached hereto and incorporated herein by this reference (the "Property").

B. Declarant has subdivided the Property into a subdivision consisting or to consist of fourteen (14) Lots.

C. The Property is an area of unique, natural beauty featuring distinctive terrain.

D. Declarant desires to provide a general plan for the development of all the Property and for the establishment of design guidelines to enhance and protect the value and attractiveness of this uniquely attractive residential property, all in accordance with the provisions of this Declaration.

E. The development of the Property and the construction of the improvements thereon has been, or is to be, performed in accordance with the plans contained in the Final Plat that shall be recorded in February 2022 in the office of the Wasatch County Recorder's office.

F. Declarant intends to sell to various purchasers the fee title to the individual single family Lots contained in the Subdivision.

G. The Declarant desires by filing this Declaration of Design Guidelines to submit The Springs at Coyote Ridge and all improvements now or hereafter constructed thereon to the terms, design guidelines set forth below which shall constitute equitable servitudes and shall run with the land.

DESIGN GUIDELINES

1. Definitions. The following definitions shall apply to this Declaration of Design Guidelines:
 - a. "Accessory Building" shall mean and refer to any structure which is not the preliminary structure and contains at least 100 square feet.
 - b. "Builder" shall mean Declarant, an Owner, or a contractor who obtains a construction or occupancy permit for one or more Buildings or Homes.
 - c. "Building" shall mean an edifice or structure designed to stand more or less permanently.
 - d. "City" shall mean Heber City a municipal corporation, located within Wasatch, Utah.
 - e. "Architectural Review Board" shall be a board comprised of three members. Two members shall be selected by Wasatch Back Holdings, LLC and one member shall be selected by Ivory Development LLC.
 - f. "Entry" shall mean the entry way into the Project.
 - g. "Home" shall mean and refer to the home, dwelling, residence, living unit, or separate physical part of a Lot intended for independent occupancy and use. Mechanical equipment and appurtenances located within any one Home, or located without said Home but designated and designed to serve only that Home, such as appliances, electrical receptacles and outlets, air conditioning compressors, furnaces, water heaters, apparatus, systems or equipment, fixtures and the like, shall be considered part of the Home. All pipes, wires, conduits, or other utility lines or installations constituting a part of the Home or serving only the Unit, and any structural members, parts, components, or any other property of any kind, including fixtures or appliances within any Home shall be deemed to be part of the Home.
 - h. "Lot" shall mean the subdivided and recorded lot within Property, and where the context so requires any Building or Home constructed thereon.
 - i. "Lot Number" shall mean the number and/or letter used to identify a particular Lot.
 - j. "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any Lot, excluding those having such interest merely as security for the performance of an obligation.
 - k. "Plans and Specifications" shall mean and refer to any and all documents designed to guide or control the construction of an Improvement, or alterations, modifications, changes, additions and the like thereto, including without limitation, all documents indicating the size, shape, configuration, and/or materials to be incorporated; all site plans, excavation and grading plans, elevation drawings, floor plans, techniques, samples of exterior colors, plans for utility services, and all other documentation or information relevant to the improvement or proposal in question.

l. "Project" shall mean the Springs at Coyote Ridge Subdivision as Recorded and amended in the office of the county recorder dated 12.23.2021 entry number 912745 book 1391 page 06/08 & 912746

m. "Property" shall mean all real property and real property interest comprising the Subdivision.

n. "Single Family" shall mean and refer to a "single family" as that term is defined by City ordinance. In the absence of a City ordinance the term shall mean one of the following: (1) a single person, or (2) a group of natural persons related to each other by blood or legally related to each other by marriage or adoption, or (3) a group of not more than three (3) unrelated persons who maintain a common household, to be distinguished from a group occupying a boarding house, club, fraternity, or hotel. A Single Family may include an additional natural person or persons approved in writing by the Declarant, such as a caretaker or domestic help.

o. "Subdivision" shall mean The Springs at Coyote Ridge Subdivision, located in Wasatch, Utah according to the Final Plat.

2. Zoning. All land use and buildings shall follow all zoning and land use ordinances as well as all regulations of the municipalities and agencies governing the Subdivision land use and buildings.

3. Integrity of Common Design Scheme. No Owner shall be permitted to disrupt the integrity of the Declarant's original design scheme for the Subdivision, including aesthetic considerations.

4. Minimum Requirements for Homes. No Home shall be constructed or altered unless it meets the following minimum requirements:

- a. Only single-family residential Homes are allowed in R1 and R3 zones.
- b. R3 COSZ zone shall allow attached townhomes.
- c. The height of any Home shall not exceed two (2) stories above ground and shall be limited to the city zoning height restriction.
- d. Slab on grade Homes are permitted.
- e. Basements are permitted.
- f. Garages shall provide for not less than two (2) motor vehicles.
- g. The Home exteriors, in their entirety, must consist of maintenance free masonry, Hardi board, natural or stained wood, minimal stucco, or other approved materials. No aluminum or vinyl is permitted except soffit and fascia.
- h. All exterior lighting shall be full cut off and dark sky compliant.
- i. All the primary colors of the homes shall be of earth tones and consist of different color and pattern schemes so as to distinguish buildings.
- j. Any detached accessory building must conform in design and similar materials with the primary residential Home.
- k. No fence or similar structure shall be placed in any front yard. No fence or similar structure shall be placed in any side or rear yard in excess of six (6)

feet. Chain link and white vinyl fencing is strictly prohibited. Fences shall be of earth tone colors.

- l. All exterior aerials, antenna, and satellite dishes must be installed and positioned in accordance with FCC guidelines, rules and regulations, and should be installed in locations which are less visible from the street.
- m. All Owners should request direction from the Design Board prior to engaging an architect to design their home.

5. Landscaping. All Lot landscaping must be completed within nine (9) months of the date of commencement of construction on the Lot. The Landscaping plan shall be reviewed and approved by the Declarant prior to the commencement of any site landscaping. Landscaping must meet the following requirements:

- a. All Lot landscaping must be completed within nine (9) months of the date of commencement of construction of the Lot.
- b. Landscaping shall include, by way of illustration but not limitation, the planting of a lawn and/or other appropriate ground cover, planting beds and flower beds, appropriate bushes and shrubs, and the planting of trees in accordance with the Street Tree Planting Plan.
- c. The Owner is responsible for the initial planting of trees. Trees must be in accordance with city standards and the approved planting plan must be followed for street trees planted in the front park strip of homes. A copy of the street tree planting plan is available from the Declarant or Heber City.
- d. Trees, lawns, shrubs, or other plantings placed on a Lot shall be properly nurtured, maintained, and replaced by the Owner and at his or her sole expense.
- e. Any weeds or diseased or dead lawn, trees, ground cover, bushes, or shrubs shall be removed and replaced by the Owner and at his or her sole expense within 30 days of notice by Declarant.
- f. The landscaping of a Lot may not adversely affect the value or use of any other property or detract from the original design scheme and appearance of the subdivision.
- g. No concrete, cement or masonry products, pavers, brick, stone, cobblestone, tile, terrazzo, slabs, slate, rocks, pebbles, gravel, permeable pavements and so forth or other artificial or impermeable surfaces (collectively "controlled surfaces") may be installed or constructed as landscaping in the front, side or rear yards of a Lot without the express prior written consent of the Declarant.
- h. Front, side, or rear yards constructed primarily or substantially of controlled surfaces are prohibited.
- i. All fences and gates require pre-approval of the Declarant.
- j. Should any Owner fail to comply with the provisions of this paragraph, the Declarant shall have the right to seek an order from a court of proper jurisdiction requiring specific performance to comply with the provisions hereof or to recover damages, or both, and shall also have the authority but not

the obligation to complete the landscaping or restore the property to its original condition without being guilty of a trespass, and require the Lot Owner to pay the cost of labor and materials.

- k. The costs and expenses incurred, including a reasonable attorneys fee, whether or not a lawsuit is filed, shall be considered the personal obligation of the Lot Owner and shall constitute a lien on the interest of the Owner in such property, enforceable at law or equity, until payment is made.

6. Preliminary Plans. The Declarant may require, as a minimum, the following additional items:

- a. Plot plan to scale of entire site with buildings located and elevation of floors shown above or below a designated point on the street.
- b. Floor plans of each floor level to scale.
- c. Elevations to scale of all sides of the Home showing materials and color.
- d. One major section through Home.
- e. A perspective (optional).
- f. Specifications of all outside materials to be used on the exterior of the Home.
- g. Fence and gate locations.

7. Final Plans and Specifications and Working Drawings. The Declarant may also require, as a minimum, the following:

- a. Plot plans to scale showing the entire site, building, garages, walks, drives, fence, carriage lights, and retaining walls with elevations of the existing and finished grade and contours including those at the outside corners of the buildings and at adjacent property lines and street fronts, and elevations of floors from a designated point on the street.
- b. Detailed floor plans.
- c. Detailed elevations, indicating all materials and showing existing and finished grades.
- d. Detailed sections, cross and longitudinal.
- e. Details of cornices, porches, windows, doors, garages, garden walls, steps, patios, fences, carriage lights, etc. Specifications shall give a complete description of materials to be used with supplements, addenda, or riders noting the colors of all materials to be used on the exterior of the Home.
- f. All Lot landscaping, grading, and drainage plans must be approved by the Declarant. All landscaping must be installed or completed strictly in accordance with the approved plans and so as to comply with and not impair all applicable ordinances and flood control requirements. Home Buyers are required to follow and maintain the street tree planting plan approved by the city.

8. Accessory Buildings. There is no right to construct or install an Accessory Building on a Lot. Written approval by the Declarant is required. Each application to construct or install an Accessory Building will be evaluated separately by the Declarant, subject to the following guidelines: (1) Any detached Accessory Building must conform in design and construction materials with the primary residential Home, and (2) The maximum height of an Accessory Building shall be one story and not exceed 19'. Tin and plastic sheds are not allowed. If there is a dispute of any kind whatsoever, including whether a structure is an Accessory Building, the decision of the Declarant shall in all instances be final, conclusive, and binding.

9. Approval. In the event that the Declarant fails to approve any application within thirty (30) days after submission of all information and materials reasonably requested, the application shall be considered "denied."

10. No Waiver of Future Approvals. The approval of the Declarant of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of Declarant, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters whatever subsequently or additionally submitted for approval or consent.

11. Variance. The Declarant may authorize variances from compliance with any of the architectural guidelines when circumstances such as topography, natural obstructions, hardship, aesthetic, or environmental considerations require, but only in accordance with its duly adopted rules and regulations, and prior written consent of the City Board of Adjustment. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of this Declaration, or (c) estop the Declarant from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of financing shall not be considered a hardship warranting a variance.

12. Limitation of Liability. Neither the Declarant nor any of its employees, agents, representatives, or consultants shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the provisions of this Declaration, nor for any structural or other defects in any work done according to such plans and specifications. By accepting a deed or other document of conveyance to a Lot, each Owner agrees to and shall defend, indemnify, save and hold the Declarant and its employees, agents, representatives, or consultants harmless from any and all loss, damage, or liability he or she may suffer, including defense costs and attorney fees, as a result of any claims, demands, actions, costs, expenses, awards or judgments arising out of their review or approval of architectural designs, plans, and specifications.

13. Enforcement of Architectural Guidelines. Any construction, alteration, or other work done in violation of this Declaration shall be considered to be nonconforming. Upon written request from the Declarant an Owner shall, at his or her own cost, and expense remove such non-conforming construction, alteration, or other work and shall restore the land to substantially the same condition

as existed prior to the non-conforming construction, alteration, or other work. Should an Owner fail to remove and restore as required hereunder, the Declarant shall have the right to enter the property, remove the violation, and restore the property to substantially the same condition as existed prior to the construction, alteration, or other work, without being deemed to be a trespasser.

14. Contractors. Any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of this Declaration may be excluded by the Declarant from the Project, subject to the notice and the opportunity to be heard. In the event of sanctions after notice and hearing, neither the Declarant nor its employees, agents, representatives, or consultants shall be held liable to any person for exercising the rights granted by this Section.

15. View Impairment. The Declarant does not guarantee or represent that any view over and across any property, including any Lot or Building will be preserved without impairment. Any express or implied easements for view purposes or for the passage of light and air are hereby expressly disclaimed.

16. Interpretation. To the extent Utah law is consistent with this Declaration, such provisions shall supplement the terms hereof and are incorporated herein. The captions which precede the Articles and Sections of this Declaration are for convenience only and shall in no way affect the manner in which any provision hereof is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both other genders. The term *shall* is mandatory and the term *may* is permissive. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity or enforceability of the remainder hereof.

17. Covenants to Run with Land. This Declaration and all the provisions hereof shall constitute covenants to run with the land or equitable servitudes, as the case may be, and shall be binding upon and shall inure to the benefit of the Declarant, all other signatories hereto, all parties who hereafter acquire any interest in a Lot, the Subdivision or the Property, and their respective grantees, transferees, heirs, devisees, personal representative, successors, and assigns. Each Owner or occupant of a Lot shall comply with, and all interests in all Lots shall be subject to, the terms of this Declaration and the provisions of any rules, regulations, agreements, instruments, supplements, amendments, and determinations contemplated by this Declaration. By acquiring any interest in a Lot in the Project, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration.

18. Enforcement and Right to Recover Attorneys Fees. Should the Declarant or an aggrieved Owner be required to take action to enforce or construe the Declaration or to pursue any remedy provided hereunder or by applicable law, including a claim for injunctive relief or damages, whether such remedy is pursued by filing suit or otherwise, the prevailing party shall be entitled to recover his reasonable attorneys fees, costs and expenses which may arise or accrue, regardless of whether a lawsuit is filed.

19. Limitation of Liability. This Declaration of covenants, conditions and restrictions is

established for the benefit of the Property and the Owners. Any damage, loss, claim or liability which might arise due to any decision, act, or failure to act of Declarant or its agents, representatives, and employees shall be exempt from any civil claim or action, including an action for negligence, brought by any person owning or having an interest in any Lot.

20. Amendments. This Declaration may be amended upon the affirmative written approval of at least a majority of the Owners and shall be valid immediately upon recording of the document amending the Declaration in the office of the County Recorder of Salt Lake County, Utah; provided, however, so long as the Declarant shall own at least one (1) Lot in the Subdivision, no amendment shall be valid or enforceable without Declarants prior written consent.

21. Duration. The covenants and restrictions of this Declaration shall endure for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years.

Signature and notary on next pages.

Dated the 10th day of November, 2021.

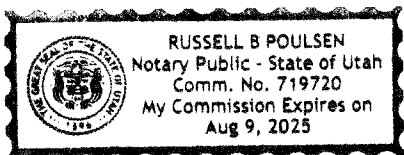
WASATCH BACK HOLDINGS, LLC

By: [Signature]
Name: Steve Broadbent
Title: Manager

ACKNOWLEDGEMENT

STATE OF UTAH)
 :SS.
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me the 10 day of November, 2021 by STEVE BROADBENT, who is the MANAGER of Wasatch Back Holdings, LLC, a Utah limited liability company, and said MANAGER duly acknowledged to me that he executed the same pursuant to a Resolution of Members and/or its Articles of Organization and Operating Agreement.



[Signature]
Notary Public

EXHIBIT "A"
LEGAL DESCRIPTION
The Springs at Coyote Ridge Plat

HAT PORTION OF THE SOUTH HALF OF SECTION 29, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; HEBER CITY, WASATCH COUNTY, UTAH DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT S89°51'50"E 2545.46 FEET ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 29 AND S00°00'00"E 309.88 FEET FROM THE WEST QUARTER (1/4) CORNER OF SECTION 29, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE S78°34'56"E 242.00 FEET; THENCE N64°32'52"E 70.00 FEET; THENCE S78°34'56"E 228.00 FEET; THENCE N11°25'04"E 23.69 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1497.00 FEET, A DISTANCE OF 124.23 FEET, A CHORD DIRECTION OF N09°02'25"E AND A CHORD DISTANCE OF 124.19 FEET; THENCE S83°20'13"E 218.15 FEET; THENCE S29°37'57"W 223.75 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 241.46 FEET, A DISTANCE OF 65.40 FEET, A CHORD DIRECTION OF S21°52'24"W AND A CHORD DISTANCE OF 65.20 FEET; THENCE S14°06'52"W 285.83 FEET; THENCE S88°26'20"W 1342.61 FEET; THENCE S00°22'22"W 7.31 FEET; THENCE S88°22'27"W 300.58 FEET TO THE EASTERLY RIGHT OF WAY LINE OF HIGHWAY 40; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 6950.49 FEET, A DISTANCE OF 64.00 FEET, A CHORD DIRECTION OF N05°54'30"E AND A CHORD DISTANCE OF 64.00 FEET; THENCE LEAVING SAID EASTERLY RIGHT OF WAY LINE N87°23'36"E 383.18 FEET; THENCE N00°00'00"E 347.86 FEET; THENCE S81°49'00"W 122.46 FEET; THENCE N00°20'54"E 159.60 FEET; THENCE S89°39'06"E 264.40 FEET; THENCE S78°34'56"E 276.48 FEET; THENCE S11°25'04"W 26.00 FEET; THENCE S78°34'56"E 270.00 FEET; THENCE N11°25'04"E 93.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 15.663 ACRES IN AREA, 110 LOTS AND 8 PARCELS

Now known as:

Lots 181-208, The Springs at Coyote Ridge Phase 1

Lots 156-180, The Springs at Coyote Ridge Phase 2

Architectural Examples

