

ENTRY NO. 205578 DATE 11-13-79 TIME 11:30 AM BOOK A-70 PAGE 385-89  
 FEE \$ 10.00 RECORDED AT REQUEST OF J. Gordon Jones  
Marjorie W. Burdick DUCHESE COUNTY RECORDER Boyd L. Lee DEPUTY  
W. J. Burdick

PROTECTIVE COVENANTS

BANDANNA RANCH  
 COUNTY OF DUCHESNE - STATE OF UTAH

This declaration made this 5th day of November, 1979, by Ford's Incorporated, a Utah Corporation, having its principle place of business in the city of Ogden, Weber County, State of Utah, hereinafter referred to as the "Declarant".

Whereas, the declarant is about to sell, dispose of or convey the lots in said Bandanna Ranch and desired to subject the same to certain protective covenants upon said lots for the mutual benefit and protection of the present owners and future owners thereof.

Whereas, a non-profit corporation known as Bandanna Ranch Homeowner's Association, herein called "Association", has been organized and qualified under the laws of the State of Utah.

Now, therefore, know all men by these presents: That the declarant hereby certifies and declares that it has established and does hereby establish a general plan for the protection, maintenance, development and improvement of said property, that is designed for the mutual benefit of the lots in said property and declarant has fixed and does hereby fix the covenants upon and subject to which all lots, parcels and portions of such subdivision shall be held, leased or sold and/or conveyed by them as such owners, each and all of which is and are for the mutual benefit of the lots in said property and of each owner thereof, and shall run with the land and shall inure to and pass with said property and each and every lot and parcel of land therein, and shall apply to and bind the respective successors in interests thereof, and are each thereof is imposed upon the lots as a mutual, equitable servitude in favor of each and every parcel or land therein dominant tenement or tenements.

SAID COVENANTS ARE AS FOLLOWS:

I. Bandanna Ranch Homeowners Association

A. Every person acquiring ownership to any lot in the subdivision becomes a member of the Association, and with such ownership in the subdivision and membership in the Association he becomes subject to the requirements and limitations imposed in these restrictions and to the regulations and assessments of the Association.

B. The Association may provide for the control and maintenance of gates, culverts and platted roadways within the subdivision not dedicated to General Public use. It may provide garbage collection, security patrol, or other services that are deemed necessary for the benefit of the residents of the subdivision. In the event the Association at any time fails to provide adequate road maintenance, garbage collection or other services it has agreed to provide, the declarant may, giving ten days notice, in its sole discretion enter upon and make any and all repairs or may maintain any of the properties

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under the responsibility of the Association, and may charge the Association therefor, provided, however, that the declarant shall under no circumstances be obligated to undertake any such action.

C. The Association shall have all the powers that are set out in its Articles of Incorporation and all other powers that belong to it by operating law, including but not limited to the power to assess and collect on every lot uniform charges as determined by the Board of Governors for the purpose set forth in the Articles of Incorporation.

Every person who shall become a legal or equitable owner of any lot in the subdivision by any means is, by the act of acquiring such title, or by the act of contracting to acquire such title, held to have agreed to pay the Association all charges that the Association may make in accordance with these Covenants, its Articles of Incorporation and By-Laws. If such payment is not made when due, it shall bear interest from the date due until paid at the rate of 1½% per month. Payments are considered to be delinquent if not paid within 45 days of the due date. The Association may file notice that it is the owner, or a lien to secure payment of the unpaid charge plus cost and reasonable attorney's fees and which lien shall encumber the lot or lots of a delinquent owner and may be foreclosed in accordance with the laws of the State of Utah.

D. Any funds accumulated as a result of the charges levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the members of the Association and in particular to provide maintenance of roadway, gates, culverts and to administer other necessary business of the Association.

E. The lien of any mortgage or deed of trust placed upon any lot for the purpose of permanent financing and/or constructing a residence or other improvement thereon, shall be superior to any such lien as provided for in these Covenants.

F. Though the Association may admit as members thereto the several owners of a single lot, said owners shall be entitled to jointly cast but one vote on any Association matter on which members are entitled to vote.

## II. General Requirements

### A. Set-Back Requirements

1. Dwelling set-backs shall be not less than 30 feet from the front property line and not less than 15 feet from side and rear lot lines.

2. No structure providing overhead shelter or enclosures for maintaining livestock shall be constructed closer than 30 feet from the front property line and 15 feet from the side lot lines, and in no case shall a structure providing such overhead shelter be constructed within 75 feet of an existing residence upon an adjacent lot.

3. Other uninhabited structures such as garages or carports shall not be constructed closer than 30 feet from the front lot line nor closer than 15 feet from the side lot.

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B. Owners Association Construction of Amenities. The owners Association at its own cost and expense and without any contribution from the declarant may construct amenities or improvements on Bandanna Ranch which the owners Association may from time to time deem desirable; provided, however, that until the expiration of thirty (30) years after the effective date of this declaration or until the declarant ceases to be a member (whichever first occurs) no such construction by the owners Association may occur without the advance written approval of the declarant (which approval shall not be unreasonably withheld).

C. Junk Vehicles. No stripped-down, partially wrecked or junk motor vehicles or sizable parts thereof, shall be permitted to be parked or maintained on any street, common area or lot within the subdivision.

D. 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 and shall be installed either underground or screened or placed and kept so as to not be visible from any street or adjacent lot, except during time of refuse collections.

E. Maintaining Natural Drainage. No construction, diversion or confining of the existing channels through which surface water in times of storms naturally flows upon and across any lot, shall be made by any lot owner in such a manner as to cause damage to other properties.

F. Offensive Activity. No noxious or offensive activities shall be carried on upon any lot hereinbefore described or any part or portion thereof, nor shall anything be done thereon which may become an annoyance or nuisance to the occupants of other lots within said subdivision.

G. Animals. Horses, cattle, sheep or other pastured animals may be kept on any lot in said subdivision as long as they are fenced. Not more than two dogs, three cats or three domesticated household pets over the age of three months old may be kept on any lot in said subdivision.

H. Special Land Use:

1. Grazing of Livestock. The entire subdivision is a part of a working ranch, owned by the declarant. Should a lot owner desire to restrict grazing animals from his property he may construct a fence, if he first receives written permission from the declarant. Said permission will outline the construction specifications that must be adhered to.

2. Hunting. Bandanna Ranch, excluding subdivided ground, is presently under a hunting lease with the Bandanna Ranch Sportsman's Club. Lot owners at their option will have the opportunity to join the Club, subject to current membership fees and annual dues.

3. Vegetation Removal. It is the purpose of this subdivision to leave as much of the natural vegetation on the land as possible, therefore no living trees are to be cut, injured, or removed from any lot, except where clearing is necessary for construction of structures, roadways, walls, fences or gardens.

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Deadwood and brush may be removed to eliminate fire danger, and must be removed when fire danger is extreme.

Written permission must be secured from the declarant if for any reason vegetation is to be removed from one-half (1/2) of the property.

I. Reservations, Easements and Rights-of-Way.

1. Easements for installation 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 used or permitted to remain which may damage or interfere with the installation and maintenance of utilities. The easement area on each lot 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. There is reserved to electric power, gas, water and other public utilities the right to construct, maintain and operate along, upon and across all present and future streets, alleys, roadways in said subdivision.

2. The declarant hereby reserves the right-of-way (which may be assigned) over roadways designated within the subdivision as "private" for the purpose of providing access and utilities to future adjacent subdivisions wherein the roadways would likewise be designated as "private" roadways.

J. Variances And Adjustments. The Association may allow reasonable variances and adjustments of these restrictions in order to overcome practical difficulties and prevent unnecessary hardships in the application of the provisions contained herein; provided, however, that such is done in conformity with the intent and purpose hereof and provided also that in every instance such variance or adjustment will not be materially detrimental or injurious to the other property or improvements in the vicinity of the subdivision or the development.

NOTICE TO MEMBERS

Notice to members shall be deemed as properly given when mailed, postage prepaid, via regular mail to Buyer's address as appearing on the records of Seller. Buyer will timely notify Seller in writing of any change of address.

K. Declarants Membership in the Association. At such time as 55% of the lots are sold, the declarant may call a special meeting of the Association in order to turn the Association over to the members and cease to be a member itself.

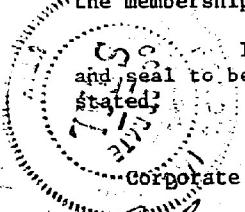
III. Other Provisions.

A. These covenants shall run with the land and shall be binding upon all parties and all persons claiming under them until the first day

of January 1990, at which time said covenants and conditions shall be automatically extended for successive periods of ten years, unless altered or terminated by a majority vote of the membership, as outlined in the Articles of Incorporation and By-Laws. Declarant shall be responsible for maintenance of roads, upkeep of bridges and culverts until 55% of said subdivision has been sold. Declarant shall not be assessed for unsold lots.

B. Dues and Assessments Dues will be established by the Association Board at the time control of the Association is turned over to the membership by the declarant.

IN WITNESS WHEREOF, Ford's, Inc. has caused its corporate name and seal to be affixed by its duly authorized officers on the date first above stated;



Corporate Seal

*Chris T. Ford*  
Secretary

FORD'S, INC.

*Michael H. Ford*  
President

STATE OF UTAH )  
COUNTY OF Weber) ss.

On the 5th day of November, 1979, personally appeared before me, Michael H. Ford and Chris T. Ford, who being by me duly sworn, each for himself, did say, that he, the said Michael H. Ford is the President and he, the said Chris T. Ford is the Secretary of Ford's, Inc., a Utah corporation, and the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and the same officers each duly acknowledged to me that said corporation executed the same, and that the seal affixed is the seal of said corporation.

My Commission Expires: August 28, 1983

*Shirley Estlund*  
Notary Public  
Residing at: Ogden, Utah

