

When Recorded Mail to  
Unity Group, LC  
10299 S. Springcrest Lane  
South Jordan, UT 84095

ENT82344:2021 PG 1 of 21  
**Andrea Allen**  
**Utah County Recorder**  
2021 Apr 30 01:53 PM FEE 40.00 BY IP  
RECORDED FOR Meridian Title Company  
ELECTRONICALLY RECORDED

**DECLARATION OF  
COVENANTS, CONDITIONS & RESTRICTIONS  
Glenmar Ranch Phase B Plat 4**

THIS DECLARATION is made this 17<sup>th</sup> day of March, 2021 by T Squared Land Holdings, LLC and Unity Group, LC, hereinafter referred to as "Declarant."

WHEREAS Glenmar Ranch is an area of unique natural beauty, featuring distinctive terrain;  
and

WHEREAS by subjecting Glenmar Ranch to this Declaration, it is the desire, intent and purpose of Declarant to create a community in which beauty shall be substantially preserved, which will enhance the desirability of living on those portions of Glenmar Ranch, subject to this Declaration, and which will increase and preserve the attractiveness, quality and value of the lands and improvements therein; and

WHEREAS this Declaration shall apply to the lands described on Exhibit A hereto and to such additional lands as may be hereafter subject to this Declaration in the manner set forth below in Article II.

NOW, THEREFORE, Declarant hereby declares that Glenmar Ranch is and shall henceforth be owned, held, conveyed, encumbered, leased, improved, used, occupied and enjoyed subject to the following uniform Covenants, Conditions, Restrictions and Equitable Servitude. That said Covenants, Conditions, Restrictions and Equitable Servitude are in furtherance of, and the same shall constitute a general plan for the ownership, improvement, sale, use and occupancy of Glenmar Ranch and that they are also in furtherance of and designed to accomplish the desires, intentions, and purposes set forth above in the recitals. This Declaration shall run with the real property described on Exhibit A and shall inure to the benefit of and be binding upon every part thereof and every interest therein. Further this Declaration shall inure to the benefit of, be binding upon, and be enforceable by Declarant and its successors in interest and each owner and its successors in interest.

This Declaration shall be recorded and may be enforced as provided for herein.

**ARTICLE I**

**DEFINITIONS**

Unless the context otherwise specifies or requires, the following words and phrases when used in the Declaration shall have the meanings hereinafter specified.

SECTION 1.01. **The Glenmar Ranch Design Review Committee** shall mean the committee created pursuant to Article IX hereof.

SECTION 1.02. **Design Review Committee Rules** shall mean the rules adopted by the Design Review Committee pursuant to Article IX hereof.

SECTION 1.03. **PLAN REVIEW FEE PRIOR TO CITY BEING ABLE TO ISSUE PERMITS**

SECTION 1.04. **Beneficiary** shall mean a mortgagee under a mortgage, a beneficiary under a deed of trust, or a seller under a title-retaining contract, as the case may be.

SECTION 1.05. **Declarant** shall mean Ridgeland Development LLC, as the context requires.

SECTION 1.07. **Deed of Trust** shall mean a mortgage, a deed of trust, or a title-retaining contract, as the case may be, granted on a Lot to secure the payment of a debt.

SECTION 1.07. **Improvement** shall mean every structure and all appurtenances thereto of every type and kind, including but not limited to, buildings, patios, tennis courts, swimming pools, garages, doghouses, mailboxes, aerials, antennas, roads, driveways, parking areas, FENCES, screening walls, retaining walls, stairs, decks, landscaping, hedges, windbreaks, planting, planted trees and shrubs, poles, signs, exterior air conditioning, water softener fixtures or equipment, pumps, wells, tanks, reservoirs, pipes, lines, meters, towers, and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities.

SECTION 1.08. Glenmar Ranch shall mean Glenmar Ranch plat B phase 3 & 4.

SECTION 1.09. **Lot** shall mean any unit of land that is designated on the recorded Subdivision Plat of Glenmar Ranch Phase B Plat 4, excluding Lot 403 and land dedicated to Eagle Mountain City

SECTION 1.10. **Mortgage** shall mean any mortgage deed of trust or title retaining contract granted on a Lot to secure the payment of a debt.

SECTION 1.11. **Exterior Materials.** Exterior Materials shall mean stone, rock, backer-board, stucco, vinyl or wood siding, finished lumber, brick, or other similar materials but shall not mean cinder block or aluminum siding. Exterior residence materials shall be of a noncombustible material. The Design Review Committee shall determine which Exterior Materials are acceptable and are in compliance.

SECTION 1.12. **Notice and Hearing** shall mean ten (10) days written notice given and a public hearing at which the person to whom the notice is directed shall have the opportunity to be heard in person or by counsel at his expense.

SECTION 1.13. **Owner** shall mean (1) the person or persons, including Declarant and, holding an aggregate fee simple interest in a Lot or, as the case may be, (2) the purchaser of an aggregate fee simple interest in a Lot under an executory contract sale.

SECTION 1.14. **Person** shall mean a natural individual or any other entity with the legal right to hold title to real property.

SECTION 1.15. **Plans and Specifications** shall mean any and all documents designed to guide or control the construction, or alterations, or improvements, or other proposal in question, including but not limited to 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.

SECTION 1.16. **Record, Recorded, and Recordation** shall mean, with respect to any document, the recordation of such document in the office of the Recorder of Utah County.

SECTION 1.17. **Subdivision** shall mean a parcel of land, which has been shown on a final and recorded subdivision plat consisting of two or more lots.

SECTION 1.28. **Declaration** shall mean this instrument as it may be amended from time to time.

SECTION 1.21. **Period of Declarant=s Control** shall mean a period from the date of recording of this Declaration until the later to occur of the events set forth in Article IX.

## ARTICLE II

### SUBJECTION OF LAND TO THIS DECLARATION

SECTION 2.01. Declarant may at any time and from time to time subject additional Real Property to the provisions of this Declaration in accordance with the procedures set out in this Article II. Upon the recording of a Notice of Addition of Real Property containing the provisions set forth below in this Article, the covenants, conditions, restrictions and equitable servitude=s contained in this Declaration shall apply to such additional Real Property in the same manner as to the Real Property originally subject to this Declaration and thereafter, the rights, privileges, duties and liabilities of all persons subject to this Declaration shall be the same with respect to all additional Real Property, as with respect to all additional Real Property, as with respect to the property originally covered by this Declaration.

The Notice of Addition of Real Property referred to herein above shall contain the following provisions:

- A. A reference to this Declaration, which reference shall state the date of recordation hereof and the book and page numbers wherein this Declaration is recorded.
- B. A statement that the provisions of this Declaration shall apply to the additional Real Property as set forth herein.
- C. A complete adequate legal description of the added land; and
- D. Declarant=s written consent.

## ARTICLE III

## **BASIC BUILDING RESTRICTIONS**

### **ARCHITECTURAL GUIDELINES**

Design diversity within the limits of the Design Guidelines is anticipated and desired. Key architectural concerns include lot placement (including elevation) , massing, building height, color and materials selection should be carefully considered in the design process. The architectural standards and design restrictions are intended to preserve, protect, promote and enhance the unique qualities of the community at Glenmar Ranch. All homes in Glenmar Ranch shall be custom floor plan designs.

The Architectural Design palate will have similar refined rustic finish elements as approved by the DRC. The various blend of designs considered will be:

- Contemporary
- Contemporary Mountain
- Shingle
- Prairie
- Modern Farmhouse
- Craftsman
- Mountain
- Other styles or clarifications may be added to or removed from this list at the discretion of the DRC.

#### **Building Height**

All Single-Family Homes within Glenmar Ranch are limited to the height restrictions defined in Eagle Mountain City's Zone requirements. Currently, the zone's height restrictions are defined by a primary building height maximum of 35'. Glenmar Ranch encourages roofs under 30' in overall height, but will consider additional height on the individual merits of a particular plan.

#### **Building Size**

- Single level homes (Rambler) will have a minimum of 1,800 sq. ft. of finished Floor Area on main level.
- All Two story homes will have a minimum of 2,450 total sq. ft. (Excluding basement) finished and a minimum of 1300 sq. ft. of finished Floor Area on the main level.

#### **Chimney Caps, Flues and Roof Vents**

All chimney caps and vents should align with the overall style and home design. Masonry and metal caps are permitted. The specific design, finish color and material must be submitted with final plan.

#### **Colors and Finishes**

Muted natural tones should be used for all exterior elements, especially in the predominant color palate of the structure body. Colors with Light Reflectance Value (LRV) below fifty (50%) are encouraged and material samples for all project elements must be submitted to the committee for approval during the Architectural Review.

#### **Exterior Equipment and Satellite Dishes**

All exterior mechanical, electrical, and other utility equipment such as air conditioning units, metering devices, transformers, natural gas service lines, and the like shall be completely screened from public view and adjacent homes. Wall-mounted utilities shall be screened using landscaping or materials similar to the exterior walls.

Satellite dishes are permitted in an area of the site that is not visible from the road. Satellite dishes are permitted only when 30" or less in diameter. All satellite dishes shall be painted to match adjacent exterior walls, cannot be visible from the street and must be located in inconspicuous areas to the fullest extent practical. Roof mount and/or post mount on site can be submitted with final building plans or the location must be subsequently submitted to the ARC for approval prior to placement.

### **Exterior Trim and Fascias**

All fascia and trim shall be a minimum of 6 inches, should be substantial in mass and scale. Fascia with several steps and in an 8" width or larger is encouraged. Natural fascia material is encouraged and metal fascia is allowed in natural tones. Wider metal trim should have integrated ribs to minimize unsightly inconsistency.

**Exterior Walls-** Stone, Hardy, semi-transparent stained wood, stucco, metal and glass are the exterior materials characteristic of and highly encouraged at PSF.

- **Stone/Brick** - *Minimum 30% of front facing walls.* Natural stone is preferred. A general horizontal pattern from larger stones to a ledge stone pattern is encouraged. Some manufactured stone will be allowed based on a sample wall review and approved on a per project basis by the ARC.
- **Hardy Siding** Vertical and horizontal siding is permitted as an accent. Board and batten, shiplap and T&G are all encouraged exterior surfaces. Diagonal siding is not allowed.
- **Wood Siding-** Vertical and horizontal siding is permitted as an accent (not to exceed 20%). Board and batten, shiplap and T&G are all encouraged exterior surfaces. Diagonal siding is not allowed.
- **Stucco-** *Maximum of 60% of front facing walls.* Integrated panels and areas of stucco in natural tones to add interest to the exterior is encouraged.
- **Metal Siding-** Metal siding may be used upon approval of the ARC. Copper or steel siding, naturally oxidized or treated in darker tones, is encouraged as accent elements. Corrugated, aluminum siding or shiny metal of any kind is prohibited.
- **Metal or Vinyl siding-** is prohibited other than as an accent or called out in the Metal Siding category above.

### **Foundations**

All front facing foundation walls more than 24" above grade must be veneered with a finished material.

### **Garages**

Garage door openings are encouraged to be inset at least 6" from the front face of garage to promote architectural appeal. Garages must:

- Have minimum of three bays, One oversized garage door may be permitted by the ARC, if it is a maximum of 10' x 12' and specifically approved during the final plan application.

### **Gutters, Downspouts, and Snow Shedding**

Gutters, downspouts, and flashing will be fabricated to match existing flashings.

**Ornamental and Structural Steel:** Appropriate ornamental accents and exposed structural elements in naturally tones that compliment the design of the structure, are allowed.

### **Porches and Decks**

Porches provide a personality and welcome invitation to the Glenmar Ranch community. They also extend the opportunity for outdoor living space. Therefore, it is encouraged that home designs incorporate at least one porch that is part of the front elevation.

Decks with appropriate pergola covering can provide architectural diversity to the exterior and extended living space. All porch and deck columns and supports are to be substantial in scale.

**Roofs-** All roofs must be have the proper mass, proportion, pitch and placement for the particular style of house design. General rules include:

- Slope roofs are required
- Slope roofs above a 10/12 pitch are discouraged
- Flat roofs can be integrated into roof design. *No more than 35%* can be flat roof in a given home design.
- Large roof overhangs are encouraged
- Sloped roofs are to be constructed of non-reflective materials colored in earth tones that complement the natural environment.
- Maximum height of any structure is 35 feet.
- All roofs must be a dark color in order to visually recede into the background and natural setting.
- Skylights should be placed in the design carefully to minimize visual impact and must have dark colored flashing. Flat skylights are permitted, domed skylights are prohibited. Approval of skylight location and color is subject to Committee review on an individual basis.
- Roof Materials
  - Wood shakes or composite roofs that closely simulate shakes are permitted.
  - Clay or concrete roof tiles are acceptable provided they are muted, dark colors.
  - Premier-grade composite asphalt shingles are permitted upon ARC approval.
  - Secondary metal accent roofs in weathered copper and dark tones are encouraged
  - Vents, skylights, curbs and flashing and other acceptable equipment are to be painted to match the roof.

Roof vents must be generally located on the back roof exposure and not in view from the street.

### **Solar and Energy Components**

All solar applications must be specifically approved by the ARC for each Applicant. Solar applications may be allowable when they are completely integrated in the architectural design of the residence and their introduction does not detract from the visual integrity of the building or surrounding site. Wind generators are not permitted. Technology must be replaced with the same or latest comparable technology. Any significant deviation, visual or otherwise, from those technologies that were originally approved by the ARC must be presented for review and approval.

### **Windows and Glazing**

Windows provide a great opportunity for expression and enhancement to every design. Window size, placement, shape and grid configuration should align with the house plan design. Windows and outdoor living areas should be located to provide the maximum privacy between adjacent residences.

**SECTION 3.01. Use of Property.** Each Lot shall be used for primary residential purposes, secondary approved home occupation or businesses as permitted by Eagle Mountain City.

**SECTION 3.02. Design Review Committee Approval.** The Plans and Specifications, including the location of all improvements must be approved in writing by the Design Review Committee prior to commencement of any construction in accordance with and subject to the provisions of Article IX hereof. A fee that is determined fair and reasonable will be charged for each plan submittal. If the Design Review Committee denies a plan, there will be an additional charge to resubmit.

**SECTION 3.15. Decks.** Decks shall be integrated with the architecture of the main dwelling.

**SECTION 3.16. Construction Time Requirement.** No construction shall commence until such time as Eagle Mountain City has issued permits and the DRC has approved plans; Laterals and utilities have been located. All work of construction shall be prosecuted diligently and continuously from the time of commencement until completed within twelve (12) months from the date that site excavation was commenced. Home construction shall begin within 9 months from the closing of the lot.

**SECTION 3.17. New Construction.** All dwelling units shall be of new construction. No other building (including but not limited to playhouses, and storage sheds) may be moved onto a Lot without the prior written approval of the Design Review Committee.

**SECTION 3.18. Storage of Building Materials.** No building materials shall be stored on any Lot except temporarily during construction of an improvement or its alteration, renovation or remodeling, and then only when a building permit is in force. Placement of a dumpster during construction is required by the City.

**SECTION 3.19. Landscaping and Fencing.** See Article VIII of these Covenants, Conditions and Restrictions.

**SECTION 3.20. Occupancy During Construction.** No improved structure (See Section 1.08) shall be occupied in the course of original construction until the appropriate governmental authorities have issued all required certificates of occupancy. All work of construction shall be prosecuted diligently and continuously from the time of commencement until completed within twelve (12) months from the date that site excavation was commenced.

SECTION 3.21. **Temporary Structures.** No trailer, mobile home, tent, shack or other temporary building, improvement or structure shall be placed upon any property without the prior approval of the Design Review Committee and if needed by Eagle Mountain City, except that temporary structures necessary for storage of tools and equipment and for office space for architects, sales personnel, builders and foremen during actual construction may be maintained with the prior approval of the Design Review Committee and Eagle Mountain City, with such approval to include the nature, size and location of such structure.

SECTION 3.22. **Construction Activities.** This Declaration shall not be construed so as to unreasonably interfere with, or prevent normal construction of improvements by any Owner, provided that when completed such improvements shall in all ways conform to this Declaration. Specifically, no such construction activities shall be deemed to constitute a nuisance or a violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, posting of signs, or similar activities, provided that such construction is pursued to completion with reasonable diligence and is in compliance with applicable federal, state and local laws and ordinances and any rules and regulations adopted pursuant thereto, and conforms to usual construction practices in the area. In the event of any dispute, a temporary waiver of the applicable provision, including but not limited to any provision prohibiting temporary structures, may be granted by the Design Review Committee, provided that such waiver shall be only for the reasonable period of such initial construction. Such waiver may, but need not, be recorded or in recordable form.

SECTION 3.23. **Driveways.** Driveways for dwellings shall be large enough to accommodate at least three (3) parked automobiles. Hard surface driveways (concrete, brick, and pavers.) are required and shall be properly maintained. **No gravel driveways are permitted** within the front setback of the home. The front yard driveway can only be located on one side of the home, no parking or driveway on the side of the home opposite the garage. The drive approach must be concrete that acts as a waterway with a 1-2 inch low point in the center (approved with home site plan), trail will have a straight cut to tie into driveway and approach. If home is setback more than 40 feet from the street asphalt driveways will be considered by the DRC, front side drives adjacent to main driveway, rear yard RV parking or driveways may be asphalt, rear yard may be gravel or road base but must be maintained weed free.

SECTION 3.2 **Outbuildings.** All outbuildings shall be architecturally compatible with the residence as to design and materials, and shall be approved prior to construction by the Design Review Committee. Any outbuilding shall comply with the setbacks as set by Eagle Mountain City. No outbuildings, sheds, etc will be permitted in the front yard.

## ARTICLE IV

### ANIMALS

Animals kept on any Lot shall be properly fenced, sheltered and cared for. All dogs shall be kept on a hand-held leash except when on Owner=s own Lot. Each Owner shall maintain and clean facilities for their pets and no objectionable odors, pests, insects, etc. No animal or other pet of any



kind other than common domesticated animals shall be allowed, including but not limited to cats and dogs which in the opinion of the Association's Board might be dangerous or which makes an unreasonable amount of noise or odor or is a nuisance. Each Owner of pets and animals shall be financially responsible and liable for any damage caused by said Owner's pets and animals and shall be responsible for the pickup and disposal of any excrement deposited by his pets and animals. Kennels or stables that are used for the purpose of boarding for a fee or boarding of any animal are not permitted.

Property owners shall have animal rights commensurate with the health and safety regulations for such animals defined more specifically by the Eagle Mountain City Animal Control Ordinance and Animal Regulation Permitted, governed by Title 17 of Eagle Mountain City Development Code. See table 17.88.140 for specific animals and number of animals.

## ARTICLE VI

### UTILITIES

SECTION 6.01. **Septic Test.** Buyer will be required to conduct its own septic testing on each lot and receive approval from Utah County Health Department before Eagle Mountain Building Department will issue a building permit. Preliminary Septic Tests have been performed and are available for each lot.

**To Be Underground.** Each Lot shall be and is hereby made subject to all easements that now or in the future may be used for gas, electric, telephone, cable television, water, sewer, and other lines present or in the future, as are necessary to provide utility services to said Lot, adjoining Lots, and the improvements thereon. Each Owner hereby agrees to execute such further grant or other documentation as may be required by any utility or other company or public governmental or quasi-governmental entity for such purposes. Subsequent to date of execution of the Declaration, any necessary electrical, telephone, gas, water, sewer, cable television, and other utility conduits, lines and pipes on any Lot shall be placed underground. No transformer, or electric, gases, waters or other meter or device of any type, or any other apparatus shall be located on any pole. All such installations shall be subject to the prior written approval of the Design Review Committee.

SECTION 6.02. **Rules and Regulations.** Each Owner agrees to abide by all applicable rules and regulations of all utility and other companies and public, governmental and quasi-governmental entities, which supply any of the services, mentioned in Section 6.01 above.

## ARTICLE VII

### USE AND RESTRICTIONS

SECTION 7.01. **Antennas.** Aerials or antennas for reception of radio or television or other electronic signals shall be installed so as to not be unsightly and mounted in the rear of the home. To be placed on any other location on the property will require written approval of the Design Review Committee. Equipment such as antennas, satellite dishes, evaporative coolers and the like may not be

mounted on any roof or chimney, unless approved by the Design Review Committee. Approval shall require an acceptable means of screening from view.

**SECTION 7.02. Transmitters.** No electronic or radio transmitter of any kind, other than garage door openers, shall be located or operated in or on any improvement or on any Lot without the prior written approval of the Design Review Committee.

**SECTION 7.03. Repair of Buildings.** No improvement upon any Lot shall be permitted to fall into disrepair, and each such improvement shall at all times be kept in good condition and repair and adequately painted or otherwise finished by the Owner before the surfacing becomes weather beaten or worn off. Materials, which are customarily left unfinished such as cedar shake shingle roofs and cedar fences, are permitted so long as in the opinion of the Design Review Committee they have not become unsightly.

**SECTION 7.04. Reconstruction of Buildings.** Any improvement which has been destroyed in whole or in part by fire, hail, windstorm or any other cause or act of God, shall be rebuilt or restored with reasonable promptness, and in any event within twenty-four (24) months. Further, all debris shall be removed and Lot restored to a sightly condition within thirty (30) days.

**SECTION 7.05. Nuisances.** No rubbish or debris of any kind shall be placed or permitted to accumulate upon any Lot, and no odors shall be permitted to arise there from so as to render any such property or any portion thereof, in the opinion the Association=s Board, unsanitary, unsightly, offensive or detrimental to any other property or to its occupants. No noise or other nuisance shall be permitted to exist or operate upon any Lot so as to be, in the opinion of the Association=s Board, offensive or detrimental to any other property or its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes) shall be located, used or placed on any Lot without the prior written approval of the Board.

**SECTION 7.06. Unsightly Articles/Parking.** No unsightly article shall be permitted to remain on any Lot or on streets and must be stored in a garage on the Lot or an off-site storage area in compliance with Eagle Mountain City Development Code. Without limiting the generality of the foregoing: trailers, mobile homes, recreation vehicles, graders, trucks (other than pickups used solely for the private and non-business use of the residents of a lot), boats, tractors, campers, wagons, buses, sleighs, motorcycles, motor scooters, snowmobiles, snow removal equipment, garden and maintenance equipment, and all commercial, farming and business vehicles, except when in actual use, shall be kept at all times in a garage, an off-site storage facility, or behind the rear corner of the home kept in a neat and orderly manner. No repair or maintenance work shall be done on any of the foregoing, or on any automobile, other than minor emergency repairs, except in an enclosed garage or other structure, or appropriately screened from view. Refuse, garbage and trash shall be kept at all times in a covered, noiseless container and any such container shall be kept within an enclosed structure or appropriately screened from view. Service areas, storage areas, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view. No materials or scrap shall be kept, stored or allowed to accumulate on any property except within an enclosed structure or if appropriately screened from view. Family vehicles, which are kept in good repair and driven regularly, may be parked in the driveway. No vehicles can be parked or stored on the street on an ongoing basis,

temporary visitors may park on the roadway if needed not to exceed short term visits, and any occupant that resides in the home cannot park on a regular basis on the street. There is no street parking other than visitors or short term daytime parking that is not ongoing.

SECTION 7.07. **Signs.** No sign of any kind shall be displayed to the public view on any Lot provided however, those signs which have received the prior approval of the Design Review Committee may be displayed on or from a residence advertising the residence for sale or lease. Signs used for sale, administration and directional purposes during development of Valley View Ranch South must be approved by the Design Review Committee. All signs must be professionally painted, lettered and constructed. Street signs are not subject to DRC approval.

SECTION 7.08. **Residential Use Only.** Homes shall be used for single-family residences, apts., Basements, mother in law apts. will be allowed as per Eagle Mountain Codes. In any event no occupant may park on the street as per the parking section 7.06. No Lot and no residence on any lot shall be used for any purpose other than for a residence. However nothing in this Declaration shall prevent the rental of a Lot by the Owner thereof, for residential purposes on either a short or long-term basis subject to all the provisions of this Declaration and the requirement that all such leases shall be in writing and that a violation of any of the restrictions, covenants, and conditions set forth herein shall be a default under such Lease.

SECTION 7.09. **Hazardous Activities.** No activities shall be conducted on any Lot and no improvements shall be constructed on any Lot, which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any Lot and no open fires shall be lighted or permitted on any Lot, except as permitted by Eagle Mountain City, or except in a contained barbecue unit while attended and in use for cooking purposes, or within a safe and properly designed interior fireplace. No fireworks of any kind are allowed in the subdivision due to the location of the foothills.

SECTION 7.10. **Garage Sales.** No garage, patio, porch or lawn sale shall be held on any Lot, except that the Owner of any Lot may conduct such a sale if such sale is held in full compliance with all applicable governmental ordinances, statutes, resolutions, rules and regulations.

SECTION 7.11. **Erosion and Dust Control.** In addition to all other measures taken to prevent or eliminate nuisances and conditions that are unsightly and detrimental to any other property or its occupants, in the cases of animals, vehicles, etc., adequate measures (including proper range and grazing techniques, seeding and maintaining natural vegetation such as dry grasses, wild flowers, etc.), shall be taken to maintain appropriate ground cover to prevent and control erosion and dust. All lot owners will be responsible to keep swale free from silt, soil and debris any requirement from the City or DRC to clean out the silt will be the sole responsibility of the lot owner, labor and or cost.

## ARTICLE VIII

### LANDSCAPING AND DRAINAGE

**SECTION 8.01. Approval: PRIOR TO APPLICATION FOR BUILDING PERMIT LETTER OF PLAN APPROVAL REQUIRED.** A \$500.00 deposit will be required prior to the issuance of the letter of approval. The funds will be held until after home is built & front yard landscaping is installed. Any damages to the city improvements will be deducted if not repaired by the lot owner as required by the city, developer and or design review committee. If the City of Eagle Mountain holds a bond for damage to the City improvements this may be waived. Any damages that exceed the \$500.00 deposit that are not properly repaired as per this section will be fixed by the developer or at the direction of the DRC, the additional cost will be due and payable to the party that ensued the cost.

**SECTION 8.02. Completion of Landscaping. Front Yard Landscaping,** executed in strict accordance with a previously approved landscaping plan shall be completed within 90 days of occupancy except in winter months (November, December, January and February) when it shall be completed no later than May 1<sup>st</sup>. All front yard and, in some cases, other areas (see Section 8.03) shall be landscaped in accordance with plans approved by the Design Review Committee and thereafter carefully maintained. All lots shall be kept free from any plant materials infected with noxious insects or plant diseases, which in the opinion of the Design Review Committee are likely to spread to other property, and all lots shall be kept free from weeds. The provisions of this section apply to all dwellings built on any lot whether sold or not.

**SECTION 8.03. Front Yard Landscaping.** The front yard of a lot is defined as the area of the lot beginning at the road pavement on any adjacent public street or roadway to a distance at least to the rear most part of the residence from such public street or roadway. If the lot is on a corner of two or more public streets or roadways then the side yard adjacent to the public street or roadway, all the way to the rear property line, shall be included in the area to be landscaped. Additionally, if the rear yard adjoins a dedicated public open space, including parks, trail ways, or other such public areas to be landscaped by the developer, then the rear yard also shall be included in the landscaped area. All areas defined herein shall be planted or sod or otherwise maintained in a natural and native material or setting as approved by the Design Review Committee, and shall be included in any landscape plan submitted to the Committee for approval. All such areas shall be irrigated as necessary and cut or maintained to reflect a weed-free and attractive appearance.

Front lawns shall have minimum turf coverage of 25% percent. Front and side yards shall be landscaped and manicured with foliage, rock, bark, sod and bedding areas. All turf coverage to be drought tolerant turf grasses. All turf areas shall be permanently irrigated with an automatic irrigation system.

- A. Planting beds shall be a minimum of 15% percent covered by plant material at the time of installation. After three (3) years, plants shall cover 50 percent of the planting beds. Seasonal flowers shall qualify as cover.
- B. Natural earth tone stone material, such as washed river rock, may be used.

**SECTION 8.04. Trees.** When a Lot is improved with a dwelling and is landscaped, the following criteria for tree planting is suggest in the front yard:

- A. A minimum of five (5) trees shall be planted on the Lot within the time outlined in Section 8.02.

- B. Of the Five (5) tree minimum to be planted, at least three (3) deciduous trees with a minimum one (1-1/2) inch caliper (the diameter of the tree ten, (10) inches above the top of root-ball), shall be planted. The species of these trees and the plantings shall be as per City requirements along the front property line.
- C. Of the five (5) trees, one (1) additional deciduous trees of a minimum one (1-1/2) inch caliper shall be planted elsewhere on the Lot. (On corner Lots these two (2) trees shall be one (1-1/2) inch caliper and planted on the front property line).
- D. Of the five (5) trees minimum to be planted, at least an additional evergreen tree of at least five (5) ft. in height (measured from the top of the root-ball to the top of the tree) shall be planted.
- E. The Design Review Committee reserves the right to waive this requirement according to lot size.

SECTION 8.05. **Rear Yard Maintenance.** The rear yard of each lot is to be graded from the date of occupancy or final inspection, whichever occurs first. The height of any growth (weeds), other than landscaping, shall not exceed twelve (12) inches except in the case of trees, shrubs and agricultural crops, which shall be harvested in a timely manner.

SECTION 8.06. **Fencing. Fencing of any part of the lot is not required, open areas are encouraged.**

- a. **No front yard fencing allowed beyond the front plane of the house,** front yard fencing strictly prohibited.
- b. Fencing from the home to the side property line may consist of solid vinyl, solid wood, block, precast, wrought iron, Metal with mesh, 3 rail open or with mesh, no fencing shall exceed 6 feet in height.
- c. Fencing along side property lines may consist of solid vinyl, solid wood, block, precast, wrought iron, Metal with mesh, 3 rails open or with mesh, chain link is acceptable if black or green coated with vinyl, no fencing shall exceed 6 feet in height.
- d. The rear lot line of all properties must be an open fence, as per the approved community fence, see through mesh is acceptable for containing animals or children.
- e. **White Vinyl is strictly prohibited in all fence areas;** the area is in a natural setting of the foothills, where vinyl is allowed the colors must be natural tones (**DO NOT INSTALL WHITE VINYL IT WILL BE REMOVED**)....
- f. Lots that back the open space may be allowed to have access to the foothills for walking, hiking, and mountain biking or horseback riding. Horses and Mountain bikes must remain on trails. No motorized vehicles, atv, etc. will be allowed access to the foothills from the rear of lots. Motorized vehicles, atv's etc. will only access foothills from approved roads and trails.
- g. Fencing will be required if proper shielding of boats, RVs etc. are needed, or in case of the need to secure animals.

SECTION 8.07. **Road Rights of Way.** The Lot Owner will maintain the area from the edge of road pavement to the front Lot line as needed to insure weed control, grass and vegetation height, uniform appearance, etc. Lot Owners shall maintain the respective areas in front of their Lots free of debris, etc.

**SECTION 8.08. Maintenance of Unimproved Lot.** Lot Owner is responsible from the date of receipt of deed to the Lot to maintain that unimproved Lot is free and clear of weeds, trash and debris. The Lot shall be mowed at least twice per year to maintain growth below twelve (12) inches in height except in the case of natural sagebrush, trees and agricultural crops that shall be harvested timely. Landscape will be routinely maintained with industry standards.

**SECTION 8.09. Drainage.** No material change may be made in the ground level, slope, pitch or drainage patterns of any Lot as fixed by the original finish grading except after first obtaining the prior written approval of the Design Review Committee. Grading shall be maintained at all times so as to conduct irrigation and surface waters away from buildings and so as to protect foundations and footings from excess moisture. Any drainage flows directed to adjacent Lots must meet City Codes.

The Cobble Rock Drainage swale in the front yard along street will be maintained and the responsibility of the lot owner. The lot owner will maintain keep the area free of weeds, debris, silt etc. The swale will be maintained as per subdivision plans to retain storm water runoff. The cobble was installed with commercial weed barrier under the cobble. Homeowners are encouraged to do minor planting of perennials (Russian Sage, lavender, drip irrigation only etc.) In proximity to drive approach, driveway, side property boundary or along yard or trail (prohibited along street pavement edge), as long as the plants do not interfere with the integrity of the swale.

**SECTION 8.10 Home Occupation or Businesses.** Home occupation or businesses are allowed as per Eagle Mountain City Code. No nuisance may be created by a business: noises, no on street parking of employees, agents or vendors on an ongoing basis etc.

## ARTICLE IX

### Glenmar Ranch DESIGN REVIEW

**SECTION 9.01. Approval Required.** No improvement, building, fence, wall or other structure shall be commenced, erected, repaired, altered, added to or maintained until the Plans and Specifications showing the nature, kind, shape, height, materials, floor plans, exterior color scheme and location of such structure, and the grading plan and finished grade elevations of the Lot to be built upon have been submitted to and approved by the Design Review Committee hereinafter described and a copy thereof, provided by the owner as finally approved, lodged permanently with said Committee pursuant to the provisions of this Article. No landscaping on any Lot shall be done until a landscaping plan shall have been submitted to and approved by such Committee. Such Committee shall have the right to refuse to approve any such Plans or Specifications, or grading or landscaping plans which are not suitable or desirable in the Committee's opinion, for aesthetic or other reasons, and in so passing upon such plans, specifications, grading and landscaping plans, the Committee shall have the right to take into consideration the suitability of the proposed building or other improvement and of the materials of which it is to be built, to the Lot upon which it proposes to erect the same, the harmony thereof with the surroundings, the topography of the land and the effect of the building or other improvements as planned on the outlook from the adjacent or neighboring Lots. All subsequent

additions to or changes or alterations in any building, fence, or other improvement, including exterior color scheme and all subsequent additions to or changes or alterations in any grading or landscaping plans shall be subject to the prior approval of the Design Review Committee.

**SECTION 9.02. Members of Committee.** Glenmar Ranch Design Committee shall consist of not less than **two** members, @nor@ more than **three** members. 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. The following persons are hereby designated as the initial members of the Committee: **Trevor Hull, Ken Olson, Jordan Argyle**

Each member of the Committee shall hold office until such time as he has resigned or has been removed or his successor has been appointed as provided herein. The Board may remove members of the Committee at any time with or without cause.

**SECTION 9.03. Appointment of Members.** The Board shall have the right to appoint and remove all members of the Committee, except that during the period of Declarants control, the Declarant may appoint the members of the Committee.

**SECTION 9.04. Review of Proposed Construction.** Whenever in this Declaration the approval of the Design Review Committee is required, it shall have the right to consider all of the Plans and Specifications for the improvement or proposal in question and all other facts, which in its sole discretion are relevant. Prior to commencement of any construction of any improvement on any Lot, the Plans and Specifications shall be submitted to the Design Review Committee at [Kensolson@gmail.com](mailto:Kensolson@gmail.com) 801-860-5785, [Clint@proscape.com](mailto:Clint@proscape.com) 801-916-8938, and construction thereof may not commence unless and until the Committee has approved such Plans and Specifications in writing. The Committee shall consider and act upon any and all Plans and Specifications submitted for its approval pursuant to this Declaration or as from time to time shall be assigned to it by the Association, including the inspection of construction in progress to assure its conformance with Plans and Specifications approved by the Committee. The Committee shall approve Plans and Specifications submitted for its approval only if it deems that the construction, alterations, or additions contemplated thereby in the locations indicated, will not be detrimental to the surrounding area or Lots as a whole, and that the appearance of any structure affected thereby will be in harmony with the surrounding structures. The Committee will condition its approval of Plans and Specifications or on other information prior to approving or disapproving the material submitted. The Committee may also issue rules or guidelines regarding anything relevant to its function, including but not limited to minimum standards and procedures for the submission of Plans and Specifications for approval. The Committee may require such detail in Plans and Specifications submitted for its review and such other information, as it deems proper. Until receipt by the Committee of all required Plans and Specifications and other information, the Committee may postpone review of anything submitted for approval. All improvements must comply with the zoning codes, ordinances and architectural design guidelines of Eagle Mountain City, Utah.

**SECTION 9.05. Committee Meetings.** The Committee shall meet from time to time as necessary to perform its duties hereunder. The Committee may from time to time by resolution, unanimously adopted in writing, designate one of its members to take any action or perform any duties for and on behalf of the Committee. In the absence of such designation, the vote of a majority of all of

the members of the Committee, or the written consent of a majority of all of the members of the Committee taken without a meeting, shall constitute an act of the Committee.

**SECTION 9.06. Waiver of Consent.** The approval or consent of the Committee to any Plans or Specifications for any work done or proposed, or in connection with any other matter requiring the approval or consent of the Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any Plans or Specifications or other matter whatever subsequently or additionally submitted for approval or consent by the same or a different person.

**SECTION 9.07. Completed Work.** Inspection of completed work and correction of defects therein shall proceed as follows:

- (i) Upon the completion of any improvement for which approved Plans or Specifications are required under this Declaration, the Owner shall give written notice of completion to the Committee.
- (ii) Within such reasonable time as the Committee may set but not to exceed fifteen (15) days thereafter, the Committee or its duly authorized representative may inspect such improvement. If the Committee finds that such work was not done in strict compliance with all approved Plans and Specifications submitted, or required to be submitted for its prior approval, it shall notify the Owner in writing of such noncompliance within such period, specifying in reasonable detail the particulars of noncompliance, and shall require the Owner to remedy the same.
- (iii) If upon the expiration of thirty (30) days from the date of such notification the Owner shall have failed to remedy such noncompliance; the Committee shall notify the Board in writing of such failure. Upon Notice and Hearing, the Board shall determine whether there is a noncompliance and if so, the nature thereof and the estimated cost of correcting or removing the same. If noncompliance exists, the Owner shall remedy or remove the same within a period of not more than forty-five (45) days from the date of announcement of the Board ruling. If the Owner does not comply with the Board's ruling within such period, the Board at its option may either remove the non-complying improvement or remedy the noncompliance, and the Owner shall reimburse the Association upon demand for all expenses incurred in connection therewith. If the Owner does not promptly repay such expenses to the Board, the Board shall levy an assessment against such Owner, the Improvement in question and the Lot upon which the same is situated for reimbursement, and the same shall constitute a lien upon such land and improvement and be enforced as provided in this Declaration.
- (iv) If for any reason after receipt of said written notice of completion from the Owner the Committee fails to notify the Owner of any noncompliance within the period provided above in subparagraph (ii) of Section 9.08, the improvement shall be deemed to be in accordance with said approved Plans and Specifications.

**B. Work in Progress.** The Committee may inspect all work in progress and give notice of noncompliance as provided above in subparagraph (ii) of Section 9.08. If the Owner denies that such noncompliance exists, the procedure set out in subparagraph (iii) of Section 9.08 shall be followed, except that no further work shall be done, pending resolution of the



dispute, which would hamper correction of the noncompliance if the Board shall find that such noncompliance exists.

SECTION 9.08. **Non-liability of Committee Members.** Neither the Committee nor any member thereof nor the Board nor any member thereof shall be liable to the Association or to any owner or to any other person for any loss, damage or injury arising out of or in any way connected with the performance of the Committee=s or the Board=s respective duties under this Declaration unless due to the willful misconduct or bad faith of the Committee or its Members or the Board or its members, as the case may be. The Committee shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes, materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any Plans and Specifications be deemed approved thereof from the standpoint of structural safety, engineering soundness, or conformance with building or other codes.

## ARTICLE X

## ARTICLE X

### ENFORCEMENT AND NONWAIVER

SECTION 11.01. **Right of Enforcement.** In accordance with Section 5.17 of the Community Declaration, any Owner of any Lot which is subject to the Community Declaration, regardless of when it became so subject, at Owner=s own expense, Declarant, and the Board shall have the right to enforce all of the provisions of this Declaration against any other Lot which is subject to the Declaration. Such rights shall apply regardless of when the Lot became subject to the Declaration and regardless of the Owners thereof. Such right of enforcement shall include both damages for and injunctive relief against the breach of any such provision.

SECTION 11.02. **Violation a Nuisance.** Every act or omission whereby any provision of this Declaration is violated in whole or in part, is hereby declared to be a nuisance and may be enjoined or abated by any Owner at his own expense, Declarant and the Board, whether or not the relief sought is for negative or affirmative action. However, only Declarant, the Board, and the duly authorized agent of either of them may enforce by self-help any of the provisions of this Declaration and then only if such self-help is preceded by reasonable notice to the owner in violation.

SECTION 11.03. **Violation of Law.** Any violation of any federal, state or local law, resolution or regulation pertaining to the ownership, occupancy or use of any property subject hereto is declared to be a violation of this Declarations and subject to all of the enforcement provisions set forth herein.

SECTION 11.04 **Remedies Cumulative.** Each remedy provided by this Declaration is cumulative and not exclusive.

SECTION 11.06. **Nonwaiver.** The failure to enforce any provision of this Declaration at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision hereof.

## ARTICLE XII

## ARTICLE XIII

### MISCELLANEOUS

SECTION 13.01. **Term.** This Declaration as the same, may be amended from time to time hereafter, including all of the Covenants, Conditions and Restrictions hereof, shall run until December 31, 2020, this Declaration, including all such Covenants, Conditions and Restrictions shall be automatically extended for successive periods of ten years each, unless amended or extinguished by a written instrument executed by the owners of at least sixty five of the Lots then in Kendras Cove and recorded in the Salt Lake County real property records.

SECTION 13.02. **Mortgage Protection.** Notwithstanding any provision of this Declaration, no lien arising by reason of the breach of or the enforcement of any provision of this Declaration, shall defeat or render invalid the rights of the Beneficiary under any recorded Mortgage or Deed of Trust of first and senior priority now or hereafter upon a Lot made in good faith and for value. However, after the foreclosure of any such first Mortgage or Deed shall remain subject to this Declaration and shall be liable for all Assessments levied subsequent to such foreclosure or conveyance and all installments of Assessments levied prior to completion of such foreclosure or before such conveyance, but falling due after such completion or such conveyance.

SECTION 13.03. **Amendment.**

- A. **Special Provisions.** No amendment of Section 13.02 shall be effective as to any Mortgagee who does not join in the execution thereof, provided that his Mortgage or Deed of Trust is recorded in the real property records of Utah County prior to the recordation of such amendment; provided however, that after foreclosure or conveyance in lieu of foreclosure the property which was subject to such Mortgage or Deed of Trust, shall be subject to such amendment. No amendment of this Declaration shall be effective until executed and recorded in the real property records of Utah County in the manner hereinafter provided.
- B. **By Declarant.** Except as provided in Section 13.03 A, this Declaration may be amended only by Declarant during the period of Declarant control. If Declarant wishes to amend this Declaration, it shall first give at least ten (10) days written notice to each Owner of a Lot then subject thereto of the time and place of a hearing to be held to consider such amendment. Such notice may be given in person or by mail. If such notice is given by mail, the effective date thereof shall be the third (3) day (other than a Saturday, Sunday or legal holiday) after such notice shall have been deposited in the United States mail, postage prepaid, and addressed to such owner at this address as then shown on the records of the Association, or to the residence of such Owner in Glenmar Ranch if his address has not been given to the Association. If the Owners of sixty-five percent (65%) or more of the Lots which on the date of such hearing were subject to this Declaration, by written notice delivered to Declarant within fifteen (15) days after such hearing object to the amendment proposed by Declarant it shall not become effective. No amendment shall be effective until there has been recorded, in the real property records of Utah County, an instrument executed and acknowledged by Declarant setting forth the amendment and certifying that the above mentioned notice and hearing was given and held and that Declarant did not

within twenty-five (25) days after said hearing receive written objections to the amendment from the Owners of sixty-five percent (65%) or more of said Lots, as aforesaid.

C. **By Owners.** Except as provided in Sections 13.03 A and 13.03 B, this Declaration may be amended by the recording in the Utah County real property records of an instrument executed and acknowledged by the Owners of at least sixty-five percent (65%) of the Lots subject to this Declaration at the time of the amendment.

D. **Common Owners.** For purposes of Sections 13.03 B and 13.03 C above, if more than one Person holds title to any Lot jointly or in common, the vote with respect to said Lot shall be held in the same manner. However, neither fractional votes nor split votes shall be allowed, and all joint or common Owners must object in writing to the proposed amendment under Section 13.03 B, or approve in writing the proposed amendment under Section 13.03 C, as the case may be, or the vote with respect to such Lot shall not be counted.

SECTION 13.04. **Interpretation.** The Provisions of this Declaration shall be liberally construed to effectuate their purposes of creating a uniform plan for the development of the Lots subject hereto and of promoting and effectuating the fundamental concepts of Valley View Ranch South as set forth in the RECITALS and DECLARATION of this Declaration. This Declaration shall be construed and governed under laws of the State of Utah.

SECTION 13.05. **Construction.**

A. **Restrictions Severable.** Notwithstanding the provisions of the foregoing Section 14.04 each of the provisions of this Declaration shall be deemed independent and Severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision.

B. **Singular Includes Plural.** Unless the context requires a contrary construction, the singular shall include the plural, and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.

C. **Captions.** All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge limit or otherwise affect that which is set forth in any paragraph, section or article hereof.

IN WITNESS WHEREOF, Declarant has executed this Declaration the day and year first above written.

T Squared Land Holdings, LLC



Trevor Hull, Manager

Unity Group, LC



Kenneth S. Olson, Manager



**Exhibit "A"**

Lots 401, 402, 404, 405, 406, 407, 408, and 409, Plat 4, Glenmar Ranches Phase B, according to the plat thereof as recorded in the office of the Utah County Recorder.

Tax ID: 40-549-0401, 40-549-0402, 40-549-0404, 40-549-0405, 40-549-0406, 40-549-0407, 40-549-0408, 40-549-0409