

AFTER RECORDING, RETURN TO:

Jann Lefler, Trustee of the
Jann Lefler Living Trust, Dated March 20, 2020
3544 East State Road 35, Kamas Utah 84036

ENTRY NO. 01187346

04/18/2022 10:21:10 AM B: 2735 P: 0647

Restrictive Covenants PAGE 1/11
RHONDA FRANCIS, SUMMIT COUNTY RECORDER
FEE 40.00 BY JANN LEFLER



Tax Serial Nos.: **CD-2233-A, CD-2233-A-1, CD-2233-B, CD-2234, and CD-2236**

DEED RESTRICTION

This Deed Restriction (this "Restriction") is entered into this 18 day of April, 2022, by **Jann Lefler, Trustee of the Jann Lefler Living Trust dated March 20, 2020, of 3544 East State Road 35, Kamas Utah 84036, ("Owner")**.

RECITALS:

WHEREAS, Owner is the owner of certain parcels of land, located in Summit County, Utah and more particularly described on Exhibit "A," and more particularly described as Parcel #'s: CD-2233-A, CD-2233-A-1, CD-2233-B, CD-2234, and CD-2236 (the "Parcels");

WHEREAS, Owner has a material interest in restricting the use of the Parcels in order to preserve the value of the Parcels and to protect the rights of the future owners.

NOW, THEREFORE, for Ten and No/100 Dollars (\$10.00) and good and valuable consideration, Owner, for itself, its successors and assigns, hereby covenants and agrees to the following:

1. Improvements. Owner hereby confirms that each of the five (5) Parcels subject to this Restriction will be limited to the construction of buildings consistent with all applicable zoning laws and ordinances at the time of construction.
2. Design Requirements Committee: The owners of the Parcels subject to this Restriction will constitute a Design Requirements Committee (DRC) which shall by majority vote establish design principles and guidelines and approve all construction on the Parcels. The approval of the DRC shall not be unreasonably withheld.
3. Storage Restricted. Nonworking vehicles, old cars, trailers, and other equipment may not be stored on any Parcel subject to this Restriction unless fully covered within an Outbuilding or otherwise made not visible from adjoining Parcels or the common road. The Parcel Owner will remove any vehicles, equipment, or materials considered an eyesore within 10 days of a majority of the other Parcel Owners requesting for it to be removed.
4. Livestock. Animals, including livestock are permitted to be housed upon the Parcels in reasonable numbers.

5. Septic Systems. Construction of buildings and installation of septic on the Parcels shall occur only outside of the flood plain and as permitted by the relevant permitting authorities.

6. Maintenance. Each Parcel subject to this Restriction will be maintained in a state of general upkeep, which shall include, but not be limited to, keeping all fields and landscaping appropriately watered, cutting and trimming all fields and landscaping during the growing seasons, maintaining fences in good repair, maintaining irrigation ditches, reasonably removing dead trees, debris or other potential hazards or nuisances. Parcels shall, to the extent possible, be maintained with a native look and feel by avoiding the excessive planting of non-native plants, trees and grasses outside of the immediate vicinity of the primary dwelling.

7. Reciprocal Driveway Easement. Owner does hereby encumber and grant in favor of each of the Parcels subject to this Restriction a non-exclusive, reciprocal, perpetual easement for the purposes of ingress, egress on, over, upon, across, above, under and through the Parcels for a Common Drive as shown and more particularly described on the attached Exhibit "B." The Common Drive must be maintained and accessible through all seasons including snow removal, as needed. The Owners of the 5 Parcels shall constitute a Maintenance Committee and shall share in the costs of the maintenance and upkeep of this common road on an equal and pro-rata basis.

8. Irrigation Easements. Owner does hereby grant in favor of each of the Parcels a non-exclusive, reciprocal, perpetual easement for the purposes of conveying irrigation water across the Parcels in order to irrigate and water the same. These irrigation easements are shown and more particularly described on the attached Exhibit "C."

9. River Access Easement. Owner does hereby encumber and grant in favor of each of the Parcels subject to this Restriction a non-exclusive, reciprocal, perpetual easement for the purposes of ingress, egress on, over, upon, and across, and the Parcels abutting the Provo River for purposes of access and quiet enjoyment within 10' of the high-water mark of the Provo River as shown and more particularly described on the attached Exhibit "D." Upon majority approval of the Parcel Owners an improved path may be constructed and installed along the exterior of the Parcels.

10. Rights of First Refusal: Each Parcel shall be subject to a right of first refusal in favor of the other Parcel Owners subject to this Restriction for a period of 25 years. Prior to any Parcel Owner selling their Parcel, the Parcel and appurtenant water rights must be offered for sale to the other Parcel Owners and any direct descendants, by blood or adoption, of Thomas Linton Lefler and Elizabeth Marie Jensen Lefler. The other Parcel Owners shall have the first option to purchase the Parcel and water rights at the offered fair market value ("Offering Price"). If this option is not exercised within sixty (60) days, the Parcel and water rights may be offered for sale to the general public, provided that before accepting an offer that is less than the Offering Price, the other Parcel Owners will have a right to match the offer and purchase the Parcel and water rights.

11. Amendment. This Restriction may be amended only by written instrument, duly executed and acknowledged by a majority of the Owners of the five Parcels subject to this Restriction, and recorded in the official records of Summit County, Utah.

12. Term and Duration. This Restriction shall not expire unless a majority of the Owners of the five Parcels subject to this Restriction execute and record a termination or amendment of the duration of this Restriction; provided that in no case shall the easements granted herein be removed or extinguished

13. Title. This Restriction, the agreements contained herein and the rights granted hereby shall be deemed a covenant running with the land, shall run with the title to Parcels, and shall bind and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns. Every contract, deed or other instrument hereafter executed covering or conveying the Parcels shall be deemed to have been executed, delivered and accepted subject to such Restriction, regardless of whether such Restriction is set forth in that contract, deed or other instrument.

14. Farmland Assessment. Each Parcel Owner shall be individually responsible for making all filings and shall bear the costs of any and all taxes and/or penalties associated with the roll-back of farmland assessments.

15. Short Term Rentals. If a Parcel Owner desires to rent their property on a short-term rental basis, that Parcel Owner shall be responsible for any and all arrangements necessary to operate the short-term rental in accordance with relevant laws, regulations, ordinances and this Restriction; provided that under no circumstances shall the property be rented out for more than 6 months of any given calendar year.

16. Miscellaneous Provisions.

(a) Wherever used herein, the singular shall include both the singular and the plural and the use of any gender shall apply to all genders.

(b) All rights, powers and remedies provided for herein may be exercised only to the extent that the exercise thereof does not violate any law and are intended to be limited to the extent necessary so that they will not render this Restriction invalid or unenforceable. In the event that any of the covenants, agreements, terms or provisions contained herein shall be deemed invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein shall be in no way affected prejudiced or disturbed thereby.

(c) THIS RESTRICTION SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF UTAH.

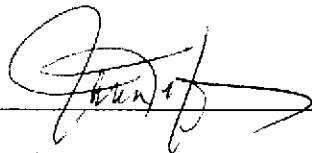
(d) OWNER HEREBY WAIVES AND SHALL WAIVE, TO THE EXTENT PERMITTED BY LAW, TRIAL BY JURY IN ANY ACTION OR PROCEEDING

BROUGHT BY, OR COUNTERCLAIM ASSERTED BY ANY PARTY WHICH ACTIONS, PROCEEDING OR COUNTERCLAIM ARISES OUT OF OR IS CONNECTED WITH THIS RESTRICTION.

(e) The headings contained in this Restriction are for convenience of reference only, and are not to be considered a part hereof and shall not limit or expand or otherwise affect any of the terms hereof.

(f) If any provision(s) of this Restriction is deemed to be illegal, void or otherwise invalid that provision shall be struck from this Restriction but shall not affect the validity of the remaining provisions.

IN WITNESS WHEREOF, the Parties have executed this Restriction as of the date set forth above.

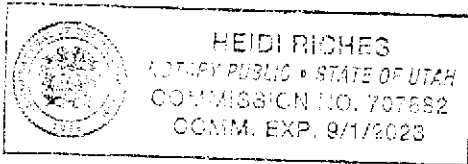



Jann Lefler, Trustee of the Jann Lefler Living Trust,

Dated ~~March 20, 2020~~ April 18, 2022

STATE OF UTAH)
 : ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this 18 day of ~~March~~ April, 2022, by Jann Lefler, Trustee of the Jann Lefler Living Trust dated ~~March 20, 2020~~ April 18, 2022, who did prove to my satisfaction that she did execute the same in her capacity as Trustee.





NOTARY PUBLIC
Residing at: Kamas UT 84036

My Commission Expires:
9-01-2023

EXHIBIT "A"

Parcel

EXHIBIT A - 2

Parcel: CD-2234 - PARCEL 1 -

Date Printed: 04/18/2022

DEED RESTRICTION

Entry: 00968087 B: 2181 P: 0297

Account: 0151104

4/18/2022

Sec/Twn/Range: S 12 T 3S R 6E

Acres: 5.42

District: 34

Mail To: LEFLER JANN TRUSTEE

3544 E STATE RD 35
KAMAS, UT 84036

Situs Address: 3544 E STATE RD 35

BEGINNING AT A POINT SOUTH 0°29'25" WEST 1489.04 FEET ALONG THE SECTION LINE AND EAST 2059.20 FEET FROM THE NORTHWEST CORNER OF SECTION 12, TOWNSHIP 3 SOUTH, RANGE 6 EAST, SALT LAKE BASE AND MERIDIAN, WHICH POINT BEING LOCATED MORE OR LESS ON THE SOUTHERLY LINE OF STATE ROAD 35; AND RUNNING THENCE SOUTH 60°35'01" EAST 84.24 FEET MORE OR LESS ALONG ROAD LINE; THENCE SOUTH 68°54'00" EAST 61.70 FEET MORE OR LESS ALONG ROAD LINE; THENCE SOUTH 16°45'53" WEST 167.60 FEET; THENCE SOUTH 72°28'06" EAST 86.68 FEET TO A FENCE LINE; THENCE SOUTH 13°34'53" WEST (452.14 FEET ASSUMED CORRECT SEE S-10685) ALONG A FENCE LINE AND THE EXTENSION OF SAID FENCE; THENCE NORTH 79°10'27" WEST 135.28 FEET ALONG A FENCE LINE AND EXTENSION; THENCE SOUTH 15°36'46" WEST 424.43 FEET ALONG A FENCE LINE TO THE CENTERLINE OF THE PROVO RIVER; THENCE SOUTH 82°00'31" WEST 59.16 FEET ALONG SAID RIVER CENTERLINE; THENCE NORTH 04°24'50" WEST 626.07 FEET TO THE CENTERLINE OF 24 FOOT WIDE DRIVEWAY; THENCE EAST 122.22 FEET ALONG SAID CENTERLINE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 131.85 FEET, HAVING A RADIUS 100.00 FEET, A CENTRAL ANGLE OF 75°32'49", AND A CHORD OF 122.51 FEET BEARING NORTH 52°13'35" EAST; THENCE NORTH 14°27'11" EAST 44.31 FEET ALONG SAID CENTERLINE; THENCE NORTH 75°32'49" WEST 32.26 FEET; THENCE NORTH 64°19'25" WEST 193.92 FEET; THENCE NORTH 25°50'11" EAST 125.86 FEET; THENCE SOUTH 62°22'20" EAST 180.38 FEET; THENCE NORTH 14°27'11" EAST 224.49 FEET TO THE POINT OF BEGINNING. CONTAINING 5.42 ACRES. JQC37 M83-89 1267-11 1272-432 1312-718 1602-1882-1899 1683-392-419 2015-1889 2090-1648 2181-297-308 2195-1162 (BDY 2250-1269) (BDY 2700-1066) 2700-1070 PARCEL 1
JANN LEFLER TRUSTEE OF THE JANN LEFLER LIVING TRUST DATED MARCH 20 2020 2700-1070;
(NOTE: BDY 2700-1066 DOES NOT MATCH THE ABOVE PARCEL: THE ABOVE CLOSES THEREFORE IT'S DESC 2700-1071 PARCEL 1; IS ASSUMED TO BE CORRECT)

Owner(s): LEFLER JANN TRUSTEE

DEED RESTRICTION

Entry: 00974222 B: 2195 P: 1166

Account: 0151088

4/18/2022

Sec/Twn/Range: S 12 T 3S R 6E

Acres: 5.00

District: 34

Mail To: LEFLER JANN TRUSTEE

3544 E STATE RD 35
KAMAS, UT 84036

Situs Address:

BEGINNING AT A POINT SOUTH 0°29'25" WEST 1533.72 FEET ALONG THE SECTION LINE AND EAST 1325.53 FEET FROM THE NORTHWEST CORNER OF SECTION 12, TOWNSHIP 3 SOUTH, RANGE 6 EAST, SALT LAKE BASE AND MERIDIAN, WHICH POINT BEING LOCATED AT AN EXISTING FENCE CORNER, AND RUNNING THENCE SOUTH 78°09'54" EAST 188.69 FEET ALONG A FENCE LINE; THENCE NORTH 87°12'22" EAST 217.32 FEET ALONG A FENCE LINE; THENCE SOUTH 62°22'20" EAST 131.46 FEET ALONG A FENCE LINE; THENCE SOUTH 25°50'11" WEST 125.86 FEET; THENCE SOUTH 64°19'25" EAST 193.92 FEET; THENCE SOUTH 75°32'49" EAST 32.26 FEET TO THE CENTERLINE OF A 24 FOOT WIDE DRIVEWAY; THENCE SOUTH 14°27'11" WEST 44.31 FEET ALONG SAID CENTERLINE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 131.85 FEET, HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 75°32'49", A CHORD OF 122.51 FEET BEARING SOUTH 52°13'35" WEST; THENCE WEST 392.63 FEET ALONG SAID CENTERLINE LINE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 112.15 FEET, HAVING A RADIUS OF 150.00 FEET AND A CENTRAL ANGLE OF 42°50'12", A CHORD OF 109.55 FEET BEARING SOUTH 68°34'54" WEST; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 79.54 FEET, HAVING A RADIUS OF 96.42 FEET A CENTRAL ANGLE OF 47°16'05", AND A CHORD OF 77.31 FEET BEARING SOUTH 66°40'01" WEST; THENCE NORTH 00°29'20" EAST 483.01 FEET ALONG A FENCE LINE TO THE POINT OF BEGINNING. CONTAINING 5.00 ACRES. JQC-37 WWD373 WWD-452 UWD-435 M58-253-4 (REF:344-47-49, 769-719) 470-180 (SEE QCD-539-466 MILO J & SUSANNE E LEFLER TO DAVID J & DEBBIE LEFLER) 769-720 (REF:771-616, 1162-643) 2015-1889 2090-1648 2195-1166 2700-1070 PARCEL 2
JANN LEFLER TRUSTEE OF THE JANN LEFLER LIVING TRUST DATED MARCH 20 2020 2700-1070:

Owner(s): LEFLER JANN TRUSTEE

EXHIBIT A - 4

Parcel: CD-2236 - PARCEL 3 -

Date Printed: 04/18/2022

DEED RESTRICTION
4/18/2022

Entry: 00974222 B: 2195 P: 1166

Account: 0151120

Sec/Twn/Range: S 12 T 3S R 6E

Acres: 5.00

District: 34

Mail To: LEFLER JANN TRUSTEE

3544 E STATE RD 35
KAMAS, UT 84036

Situs Address:

BEGINNING AT A POINT SOUTH 0°29'25" WEST 1959.13 FEET ALONG THE SECTION LINE AND EAST 1436.87 FEET FROM THE NORTHWEST CORNER OF SECTION 12, TOWNSHIP 3 SOUTH, RANGE 6 EAST, SALT LAKE BASE AND MERIDIAN, WHICH POINT BEING LOCATED AT THE CENTERLINE OF A 24 FOOT WIDE DRIVEWAY; AND RUNNING THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 62.98 FEET, HAVING A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF 24°03'22", AND A CHORD OF 62.52 FEET BEARING NORTH 77°58'19" EAST; THENCE EAST 270.41 FEET ALONG SAID DRIVEWAY CENTERLINE; THENCE SOUTH 04°24'50" EAST 626.07 FEET TO THE CENTERLINE OF THE PROVO RIVER; THENCE SOUTH 82°00'31" WEST 319.79 FEET ALONG SAID RIVER; THENCE SOUTH 88°02'30" WEST 21.32 FEET ALONG SAID RIVER; THENCE NORTH 03°38'19" WEST 657.70 FEET TO THE POINT OF BEGINNING. CONTAINING 5.00 ACRES. M83-87 WWD-411 QC-418-510 470-180 1312-720 2015-1889 2090-1648 2195-1166 2700-1070 PARCEL 3 JANN LEFLER TRUSTEE OF THE JANN LEFLER LIVING TRUST DATED MARCH 20 2020 2700-1070:

Owner(s): LEFLER JANN TRUSTEE

EXHIBIT A-5

Parcel: CD-2233-B - PARCEL 4-

Date Printed: 04/18/2022

DEED RESTRICTION

Entry: 00974223 B: 2195 P: 1172

Account: 0279541

4/18/2022

Sec/Twn/Range: S 12 T 3S R 6E

Acres: 5.00

District: 34

Mail To: LEFLER JANN TRUSTEE

3544 E STATE RD 35
KAMAS, UT 84036

Situs Address:

BEGINNING AT A POINT SOUTH 0°29'25" WEST 1994.38 FEET ALONG THE SECTION LIINE AND EAST 1142.01 FEET FROM THE NORTHWEST CORNER OF SECTION 12, TOWNSHIP 3 SOUTH, RANGE 6 EAST, SALT LAKE BASE AND MERIDIAN, THENCE SOUTH 89°51'18" EAST 183.34 FEET TO A FENCE CORNER; THENCE SOUTH 21.89 FEET TO THE CENTERLINE OF A 24 FOOT DRIVEWAY; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 79.54 FEET, HAVING A RADIUS OF 96.42 FEET A CENTRAL ANGLE OF 47°16'05", AND A CHORD OF 77.31 FEET BEARING NORTH 66°40'01" EAST; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 49.17 FEET, HAVING A RADIUS OF 150.00 FEET A CENTRAL ANGLE OF 18°46'50", AND A CHORD OF 48.95 FEET BEARING NORTH 56°33'13" EAST; THENCE SOUTH 03°38'19" EAST 657.70 FEET TO THE CENTERLINE OF THE PROVO RIVER; THENCE SOUTH 88°02'31" WEST 155.24 FEET ALONG SAID RIVER; THENCE SOUTH 80°53'23" WEST 133.53 FEET ALONG SAID RIVER; THENCE SOUTH 76° 49'59" WEST 103.44 FEET ALONG SAID RIVER; THENCE NORTH 04°19'44" EAST 673.05 FEET TO THE POINT OF BEGINNING. CONT 5.00 ACRES. 539-466 628-196 707-547-548 1312-720 (REF:1335-689) 1335-688 2015-1889 2090-1648 2195-1172 2700-1070 PARCEL 4
JANN LEFLER TRUSTEE OF THE JANN LEFLER LIVING TRUST DATED MARCH 20 2020 2700-1070;

Owner(s): LEFLER JANN TRUSTEE

EXHIBIT A - 6

Parcel: CD-2233-A-1 - PARCEL 5 -

Date Printed: 04/18/2022

DEED RESTRICTION

Entry: 00974222 B: 2195 P: 1166

Account: 0369805

4/18/2022

Sec/Twn/Range: S 12 T 3S R 6E

Acres: 5.00

District: 34

Mail To: LEFLER JANN TRUSTEE

3544 E STATE RD 35
KAMAS, UT 84036

Situs Address:

BEGINNING AT A POINT SOUTH 0°29'25" WEST 1994.38 FEET ALONG THE SECTION LINE AND EAST 1142.01 FEET FROM THE NORTHWEST CORNER OF SECTION 12, TOWNSHIP 3 SOUTH, RANGE 6 EAST, SALT LAKE BASE AND MERIDIAN, THENCE SOUTH 04°19'44" WEST 673.05 FEET TO THE CENTERLINE OF THE PROVO RIVER; THENCE NORTH 83°52'02" WEST 113.46 FEET ALONG SAID RIVER; THENCE NORTH 50°17'28" WEST 99.46 FEET ALONG SAID RIVER; THENCE NORTH 34°36'05" WEST 62.47 FEET ALONG SAID RIVER; THENCE NORTH 68°02'20" WEST 50.25 FEET ALONG SAID RIVER; THENCE NORTH 54°47'23" WEST 46.76 FEET ALONG SAID RIVER; THENCE NORTH 79°09'05" WEST 26.91 FEET ALONG SAID RIVER; THENCE NORTH 00°06'24" EAST 494.21 FEET ALONG THE EASTERLY LINE OF PARCEL CD-2227-A-1 TO A FENCE CORNER; THENCE SOUTH 89°51'18" EAST 385.91 FEET TO THE POINT OF BEGINNING. CONT 5.00 ACRES. TWD-67 (EASEMENTS WWD-373, JQC-37) WWD-452 UWD-435 M58-253-4 470-180 769-720 1312-720 (REF: 1335-689) 2015-1889 2090-1648 2195-1166 2700-1070 PARCEL 5 JANN LEFLER TRUSTEE OF THE JANN LEFLER LIVING TRUST DATED MARCH 20 2020 2700-1070:

Owner(s): LEFLER JANN TRUSTEE