

DECLARATION AND ESTABLISHMENT
OF
PROTECTIVE COVENANTS AND RESTRICTIONS
OF
UINTALANDS ASSOCIATION

F. LEOR GRIFFITHS, YUKUS INOUYE and BYRON L. STUBBS, a partnership, herein- after referred to as the Land Owners, being the owner of the property situated in the County of Summit, State of Utah; and UINTALANDS ASSOCIATION, for and in considera- tion of the premises set forth herein, and as part of the general plan for improvement of the property described in Exhibit "A" attached hereto, do hereby declare said property so described in Exhibit "A" attached hereto, subject to the covenants and restrictions herein set forth, and further state that said covenants and restrictions are hereby placed on said property so described in order to insure the best development and use thereof and in order to maintain and preserve the aesthetic and economic value of said property and to further provide the greatest safety for all persons who become in any way involved with said property and to further promulgate the enjoyment thereof for a recreational site for all present and future members of UINTALANDS ASSOCIATION.

I. MEMBERSHIP

It shall be mandatory for each of the owners of property described in Exhibit "A" attached hereto, to be a member of the UINTALANDS ASSOCIATION and as such, each of the individual members of UINTALANDS ASSOCIATION and the UINTALANDS ASSOCIATION as a separate entity, individually and severally, bind themselves pursuant to these protective covenants and restrictions, and any bylaws or amendments to said bylaws adopted and passed by UINTALANDS ASSOCIATION from time to time.

II. LAND USE

No land is to be used except for home sites and recreational purposes. No agricultural, industrial or commercial business or enterprise of any kind or nature shall be carried on or upon any of the premises. No sale of any trees, vegetation or soil is permitted.

III. BUILDING TYPE AND ARCHITECTURAL CONTROL

No structure including fences shall be constructed, placed, altered or permitted to remain on the premises until the construction plans and specifications and a plan showing the location of the structure have been approved by the Board of Directors of UINTALANDS ASSOCIATION.

IV. RESTRICTIONS - BUILDINGS

No residential structure may be placed nearer than thirty (30) feet to any property line or easement or right-of-way and fifty (50) feet from any road or street.

V. OPEN FIRES

Open fires are permitted only in safe and sanitary pits or containers. All fires and ashes shall be completely soaked with water prior to being left unattended. All fireplaces or fire pits must be of cement, masonry, stone or steel construction. If masonry or stone, the material must be cemented together so as to form an air-tight fireproof wall. Loose rocks or dirt pits are not acceptable.

VI. LIVESTOCK AND PETS

No livestock shall be permitted on the premises except horses and domestic pets. All animals shall be restricted to the owner's premises or shall be under the owner's immediate supervision and control, or under the immediate supervision and control of UINTALANDS ASSOCIATION or its agents.

Entry No.	178384	Book	M187
RECORDED	4-15-81	9:00 AM	Page 570-4
REQUEST of	Byron Stubbs		
FEE	WANDA Y. SPRINGS, CLERK CO. RECORDER		
\$	9.50	By	Wanda Y. Springs
INDEXED	ABSTRACT		

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VII. WILDLIFE PROTECTION

All wildlife shall be protected within the boundaries of the property covered hereby for the present and continued enjoyment of all parties hereto.

VIII. SANITATION

All parcels of property covered hereby shall be maintained in a manner so as to create and promulgate a clean, beautiful, healthful and natural environment. Dumping of trash, ashes, sewage, or other garbage or refuse except in designated areas property prepared and protected as provided for herein shall be prohibited. All garbage cans shall be kept in a clean and sanitary condition.

IX. WATER SUPPLY

No individual water system shall be permitted on any parcel of land.

X. SEWAGE DISPOSAL

Individual sewage disposal systems shall be required which are designed, located and constructed in accordance with the requirements, standards and recommendations of the State Health Department authorities. After the installation of a culinary water system, such approval shall be obtained from such authority prior to the installation of said sewage systems.

XI. FIRE HAZARDS

All fire hazards of any nature shall be removed from parcels of land owned by the individual group member of UINTALANDS ASSOCIATION, at the expense of said individual group member, upon the order of the Board of Directors of UINTALANDS ASSOCIATION or its duly appointed agents, as the case may be. In the event said individual group member fails to comply with said order within ten (10) days after receipt thereof, UINTALANDS ASSOCIATION shall have the authority and the responsibility to take such corrective action as they deem necessary and said land owner shall be responsible to reimburse said UINTALANDS ASSOCIATION for any and all expenses necessarily incurred by it in removing said fire hazard. Fireworks shall be prohibited on any and all of the premises covered hereby.

XII. EASEMENTS AND RESTRICTIONS

A five foot wide easement for the installation and maintenance of utilities is hereby established along the rear line of each lot and along the side lines of those lots where necessary. A fifteen foot wide right-of-way for the construction of and use as bridal paths is hereby established over each 10 acre parcel of land described in Exhibit "A", owned by any individual group member.

XIII. NUISANCES

No noxious or offensive activities shall be carried on upon any of the property covered hereby, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No signs, billboards or advertising structures of any kind shall be erected or displayed. For Sale signs, Private Property signs, and No Trespassing signs shall be prohibited.

XIV. FIREARMS

The discharging of firearms shall be allowed only in designated rifle and shotgun ranges.

XV. PRESERVATION

All land covered hereby shall be maintained and preserved in its original and natural condition, so far as possible. All trees, timber, natural vegetation and soil shall be left in place except when removal is necessary for the construction of a dwelling or other improvements or the removal of fire hazards.

XVI. BENEFITS AND BURDENS

Benefits and burdens of these covenants and restrictions shall run with the land and all persons, corporations, or other entities who now own or shall hereafter

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acquire any interest in the land covered hereby shall be taken and held to agree and covenant with the present and future owners of said land and with his or their successors and assigns, to conform to and observe these covenants and restrictions as to the use thereof and construction of residence thereon for a period from the date hereof to a date twenty-five (25) years from the date that these covenants were recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then land owners has been recorded agreeing to change said covenants in whole or in part.

XVII. VIOLATION - PENALTY

If any of the owners of any lot, their successors or assigns, their guests, whether invitees or otherwise, or trespassers violate or attempt to violate any such covenants or restrictions herein, the then Board of Directors of UINTALANDS ASSOCIATION shall have the right and responsibility to prosecute any proceedings at law or in equity against the person, firm, corporation or other entity so violating or attempting to violate any such covenants or restrictions and either prevent said person, firm, corporation or other entity from violating these protective covenants and restrictions, or to recover damages or other dues for such violation. Any person owning an interest in the property described in Exhibit "A", his heirs, successors, grantees, personal representatives or assigns, who violate or attempt to violate any of the covenants and restrictions contained herein, does hereby agree to pay all costs and expenses of enforcing these protective covenants and restrictions, whether or not suit is filed, including the payment of a reasonable attorney fee.

XVIII. VALIDITY - COVENANTS

Invalidation of any of the covenants or provisions herein contained in whole or in part shall not affect the validity of any of the other provisions herein contained and such other provisions shall remain in full force and effect.

XIX. DUTIES OF DIRECTORS & OFFICERS OF THE UINTALANDS ASSOCIATION

The duties of the directors and officers of the UINTALANDS ASSOCIATION shall include, but not be limited to, the following:

(1) To provide for the maintenance and repair, surfacing and alteration of the roadway system within the area described in Exhibit "A" attached hereto.

(2) To provide for standards and specifications for the building of homes and other structures within the subdivision. Said standards and specifications may be changed from time to time upon application and approval of a majority of the members of the UINTALANDS ASSOCIATION.

(3) To provide for maintenance and repairs as necessary for any and all water supply systems and to further provide for garbage collection and/or disposal, and to conserve the natural scenery and vegetation.

(4) To assess and collect from the individual members of UINTALANDS ASSOCIATION their annual dues as provided for in said bylaws, and each of the members of UINTALANDS ASSOCIATION against any property owned by them within the confines and boundaries as described in Exhibit "A" in the event said individual member fails to pay the dues levied against him by the Board of Directors, said dues having been theretofore approved by 75% of the individual members of UINTALANDS ASSOCIATION and recorded in the minutes and bylaws of UINTALANDS ASSOCIATION. The group members of UINTALANDS ASSOCIATION individually and severally, hereby grant to the Board of Directors of UINTALANDS ASSOCIATION the same power and authority as a governmental unit, including the right to sell any parcel of land owned by any group member for non-payment of any assessment or dues. All dues as provided for in the bylaws shall be assessed by the Board of Directors on a fair and equal basis.

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XX. PROPERTY DESCRIPTION

The property covered by these Restrictive Covenants is more particularly described in Exhibit "A" attached hereto and is by this reference made a part hereof.

WITNESS:

LAND OWNERS:

[Signature]

By [Signature]

WITNESS:

UIN TALANDS ASSOCIATION

[Signature]

By [Signature]
GORDON S. TAYLOR, PRESIDENT

WITNESS:

By [Signature]
BYRON L. STUBBS, SECRETARY

[Signature]

WITNESS:

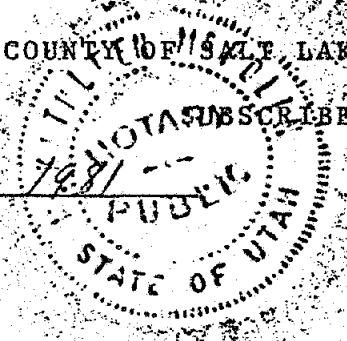
PROVO LAND TITLE CO.

[Signature]

By [Signature]
WAYNE PINDER

STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

SUBSCRIBED and SWORN to before me this 16th day of February,



[Signature]
NOTARY PUBLIC
Residing at Salt Lake City

My Commission Expires:

4/1/83

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UIN TALANDS SUBDIVISION, a subdivision located in Summit County, State of Utah, and being located in parts of Sections 4, 3, 10 and 11 of Township 2 North, Range 10 East, Salt Lake Base and Meridian, as described in said UIN TALANDS Subdivision plats on file with the Summit County Recorder's Office as more particularly described in sheets 1 through 5 of said Subdivision Plat.