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Entry No. 323002 Filed for record May 3, 1968 at 3 P.M.
Plat 162 page 116-125 Esther Somerville Recorder Grand Co., Utah
Area 11.00 Acs. Hecla Sub. Pg. 8. Lines 12 as.

AMENDED DECLARATIONS OF RESTRICTIONS AND
LIMITATIONS AND COVENANTS OF HECLA
SUBDIVISION

WHEREAS, the real property hereinafter specifically described has heretofore been platted into blocks, lots, and streets under a plat designated as 'Hecla Subdivision,' Grand County, State of Utah. Said Plat having been approved by the Board of County Commissioners of Grand County, and duly filed in the Office of the County Recorder, Grand County, State of Utah, on the 27th day of July, 1955, as Entry No. 268913, Plat Book I, Pages 29 and 30. Said property is situated in Grand County State of Utah, and is more particularly described as follows, to-wit:

Beginning at a point which is South 78°22'06" West 2653.85 feet from the Northeast Corner of Section 7, Township 26 South, Range 22 East, thence South 132 feet; thence South 15°0' West 193 feet; thence South 84°0' West 735 feet; thence North 191 feet; thence North 51°0' East 43 feet; thence North 12°30' West 110 feet; thence South 65°30' West 5 feet; thence North 24°30' West 175 feet; thence North 66°0' East 319 feet; thence South 68°42'19" East 597.83 feet to place of beginning.

WHEREAS, on the 4th day of May, 1959, certain Declarations of Restrictions and Limitations and Covenants of Hecla Subdivision were recorded in the Office of the said Grand County Recorder in Book 6X, Pages 2 to 11, as Entry No. 288713, covering the above described subdivision, and

WHEREAS, said Declarations of Restrictions and Limitations and Covenants of Hecla Subdivision provides that, "The foregoing restrictions, conditions, and covenants shall be binding upon all parties and persons as well as upon the purchasers of all lots or parcels within the said Hecla Subdivision, and upon their successors in interest until the 30th day of June, 1966, said conditions, restrictions, and covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of all lots in said Hecla Subdivision shall have been recorded, agreeing to a change in said conditions, restrictions,

and covenants, in whole or in part." and

WHEREAS, a majority of the Owners of all the lots in said Subdivision are desirous of amending said Declarations of Restrictions and Limitations and Covenants of Hecla Subdivision.

NOW, THEREFORE, IT IS HEREBY DETERMINED, FIXED, AND DECLARED: That the Declarations of Restrictions and Limitations and Covenants of Hecla Subdivision, above referred to, are repealed, and the following Protective and Restrictive Limitations and Covenants are binding on, appurtenant to, and run with each and every lot or parcel of land in said Hecla Subdivision hereinabove described, and each restriction, limitation, and covenant shall be binding on all Parties and all Persons owning, residing, or inhabiting the area above described, and all parties, persons, or inhabitants, of said Hecla Subdivision shall immediately, upon purchasing, renting, or inhabiting a plot or parcel of said Subdivision, associate together and agree with each other, person, or inhabitant of said Subdivision, as follows:

I.

1. Said Association shall be known as HECLA SUBDIVISION COOPERATIVE ASSOCIATION.

2. Said Association shall be governed by a Board of Five Trustees who shall be selected by a majority vote of the members of said Association, and who shall hold office for one (1) year from and after their election, provided, however, that the Trustees who shall serve for the first year, that is to say until the first annual election hereinafter provided for, shall be the following named persons:

Leo L. Burr, Chairman
 William H. Nelson, Secretary-Treasurer
 Guy A. Gilbert
 Newell E. Dalton
 Richard C. Wilson

3. The Trustees above named shall, as soon as convenient, meet and select one of their number as Chairman of said Board, and one of their number as Secretary-Treasurer thereof. Each succeeding Board of Trustees

shall do likewise immediately following each Annual election of Trustees. It shall be the duty of the Chairman to preside over all Meetings of the Board and over all Meetings of the Members of the Association, to counter-sign all checks which shall be drawn by the Treasurer upon the funds of the Association, and to perform such other duties as may from time to time be assigned to him by the Board of Trustees or by the Members of the Association. It shall be the duty of the Secretary-Treasurer to attend all Meetings of the Board of Trustees and all Meetings of the Members of the Association, and to keep an accurate and complete record thereof. It shall also be his duty to deposit in such bank as may be designated by the Board of Trustees any and all monies belonging to the Association, and he shall withdraw no monies from said bank account except upon authorization by the Board of Trustees and by checks signed by himself and countersigned by the Chairman of said Board, and he shall keep accurate and complete books of account in which there shall be recorded a true statement of all of his receipts and disbursements. It shall also be the duty of the Secretary-Treasurer to perform such other duties as may from time to time be assigned to him by the Board of Trustees or by the Members of the Association. The Secretary-Treasurer shall receive such remuneration for his services as shall be fixed from time to time by the Board of Trustees.

4. During the month of May of each year, commencing with the year 1968, the Members of the Association shall meet at a time and place within said Hecla Subdivision as may be fixed by the Board of Trustees, and shall then and there by a majority vote of the Members who shall be in attendance at such Meeting, elect the Members of said Board of Trustees who shall serve for the ensuing year or until their successors shall be duly elected. No person shall serve as a Member of said Board unless he is a Member of said Association, and no person shall be a Member of said Association who is not an inhabitant of said Hecla Subdivision. Each family residing within

said Hecla Subdivision shall be entitled to one Membership in said Association. At any and all Meetings of the Members of the Association, each Members shall be entitled to one vote.

5. Vacancies on said Board of Trustees shall be filled by a majority vote of the remaining Members of the Board.

6. Special Meetings of the Board of Trustees, as well as Special Meetings of the Members of the Association, may be called at any time by the Chairman of the Board. Notice of any and all Meetings of the Members of the Association shall be given by the Secretary in writing to each and every members of the Association at least three (3) days prior to the Meeting date. Such notice or notices shall state the time, when, and place where the Meeting is to be held, and shall briefly state the purpose or purposes of the Meeting.

7. In order to provide the Association with working capital, dues or service charges may be fixed and assessed from time to time by the Board of Trustees.

8. All dues and service charges collected or assessed shall immediately become and remain the property of the Association. In no event may money be withdrawn for private use by any member at any time.

9. It is the intent of this agreement that the business and affairs of said community be conducted by said Board of Trustees as nearly as possible in the manner in which they would be conducted if said community were an incorporated municipality. It is intended and agreed that said Board of Trustees shall, among other things:

(a) Have authority to manage and supervise the distribution of water to the inhabitants of said Hecla Subdivision, and to employ, at the expense of the Association, such workmen as in the judgment of said Board of Trustees it may be necessary to employ from time to time in order to keep in proper repair the well or wells from which the water supply for said Hecla Subdivision is obtained, and to keep in proper repair and in operation the pumping

facilities now installed or hereafter to be installed in and at such well or wells, and to disconnect and refuse to deliver water to or furnish other services to Members for failure to pay dues or service charges within thirty (30) days after the same shall become due, and to make such rules and regulations as in the judgment of said Board of Trustees may be necessary governing the use of water by the Members of this Association, or permitted on any of the above described lots or parcels of land.

(b) Have authority to adopt rules and regulations governing garbage disposal and governing sanitary conditions in general.

(c) Have authority to cause to be installed such street lights as in the judgment of said Board of Trustees may be necessary for the safety and convenience of the inhabitants of said Hecla Subdivision.

(d) Have authority to make such street repairs as in the judgment of said Board of Trustees may be necessary or desirable from time to time.

(e) Have authority to provide for snow removal from the streets in said Hecla Subdivision.

(f) Have authority to supervise any and all connections which may hereafter be made with the water distribution system in said Hecla Subdivision, and to charge and collect for each new connection a service fee of \$150.00, as in the judgment of said Board of Trustees will be reasonable, and to require each and every person who shall hereafter make a new connection with said water distribution system to join this Association if he shall not already be a Member. All water connections shall be at the expense and be under the supervision of the Board of Trustees and shall be made at the property line of the premises so connected. All other costs and expenses shall be borne by the Owner or Applicant.

(g) Have authority to purchase and install such fire hydrants as in the judgment of said Board of Trustees may be necessary for proper fire protection.

(h) Have authority to pro-rate among the Members of this Association and to collect from them any and all expenses which shall be incurred by said Board of Trustees in the exercise of the authority vested in said Board under the terms and provisions of this agreement; provided, however, no project exceeding the cost of \$750.00 may be undertaken by the Board of Trustees without prior authorization of a majority vote of the Members of the Association.

II.

Said premises shall not be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot or parcel of land other than one detached single-family dwelling not to exceed one and one-half ($1\frac{1}{2}$) stories in height, with walls of not less than four (4) inches thick, and a detached or attached private garage or carport for not more than two (2) cars.

III.

No dwelling house or attached garage shall be constructed or placed closer than twenty (20) feet, nor more than fifty (50) feet from the front line of the lot and no dwelling house shall be placed or constructed closer than five (5) feet to the sidelines of the lot on which the same shall be placed or constructed.

IV.

The ground floor area of the main structure of the dwelling, exclusive of open porches and garages, shall be not less than seven hundred fifty (750) square feet. Every dwelling shall be completed within six (6) months after erection thereof shall be started.

V.

No housetrailer, mobil home, or other such type of dwelling shall be placed, constructed, or permitted on any of the above described lots, or

or parcels of land, nor shall any rooming house, boarding house, or rest home, be placed, constructed, or permitted on any of the above described lots, or parcels of land.

VI.

Not more than one (1) dwelling house shall be constructed on any one lot, PROVIDED, HOWEVER, that in the case of three adjoining lots the center lot may be so subdivided that two (2) dwelling houses may be constructed upon the three lots.

VII.

No domestic fow and/or livestock of any kind shall be kept or permitted to be kept on said premises.

VIII.

No sidewalks shall be constructed except within the boundaries of the lot or lots covered hereby and if any such sidewalks shall be constructed they shall be constructed of concrete and shall be of a width of four (4) feet.

IX.

Until such time as an adequate sewer system is available, all sewage must be disposed of by means of a septic tank, built to standard specifications approved by local and state health authorities.

X.

The foregoing restrictions, conditions, and covenants shall be binding upon all parties and persons as well as upon the purchasers of all lots or parcels within said Hecla Subdivision, and upon their successors in interest until the 31st day of October, 1977, and shall be considered as covenants running with the land, after the 31st day of October, 1977; said conditions, restrictions, and covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of all lots in said Hecla Subdivision shall have been recorded, agreeing to a change in said conditions, restrictions, and covenants, in

whole or in part.

XI.

The deed of conveyance covering any of said lots or parcels of land hereinbefore described shall contain a clause referring to this instrument and making the provisions of this instrument a part of the conveyance by reference.

XII.

If any grantee or grantees or their agents, their heirs, or assigns shall violate or attempt to violate any of the restrictions, limitations, or covenants herein contained, it shall be lawful for any person or persons owning any real property situated in said Subdivision, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of the provisions of this instrument, and either prevent him or them so doing or to recover damages for such violation.

XIII.

Invalidation of any one of the provisions of this instrument by any judgment or court order shall in no wise effect any of the other provisions, and such provisions shall remain in full force and effect.

XIV.

The provisions of this instrument or declaration shall be just as effective and binding upon the purchasers of any of the lots or parcels of land hereinabove described as if the provisions hereof were a part of the plat of said Hecla Subdivision submitted and approved by the Board of County Commissioners of Grand County, State of Utah, and filed in the Office of the County Recorder of Grand County, State of Utah, on the 27th day of July, 1955, as Entry No. 268913, Plat Book I, Pages 29 and 30.

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hand and seal this 1st day of March, A. D. 1968.

<u>Aron L. Lampa</u>	<u>Herman L. Lampa</u>
<u>Linda L. Lampa</u>	<u>Homer J. Lampa</u>
<u>William H. Nelson</u>	<u>Wesley A. Strom</u>
<u>Wesley B. Nelson</u>	<u>James H. Strom</u>
<u>Kenneth H. Bell</u>	<u>Howard J. Williams</u>
<u>Carl N. Bell</u>	<u>Doreen L. Williams</u>
<u>Lee A. Buss</u>	<u>Edward J. Williams</u>
<u>Rosa M. Buss</u>	<u>Arnold E. Dalt</u>
<u>Richard J. Brown</u>	<u>Betty Dalton</u>
<u>Thomas D. Brown</u>	<u>Alan M. Bunn</u>
<u>Robert H. Brown</u>	<u>John L. Bunn</u>
<u>Viggo A. Bailev</u>	<u>Charles W. Lish</u>
<u>Ronnie L. Bailev</u>	<u>Thomas Lish</u>
<u>Mary M. Wilson</u>	<u>Wynne L. Swensen</u>
<u>Raymond C. Williams</u>	<u>Raymond Jones</u>
<u>Alfred J. Lish</u>	<u>James J. Jones</u>
<u>Lee M. Lish</u>	<u>Ralph W. Swensen</u>
<u>Raymond C. Lish</u>	<u>Melba W. Swensen</u>
<u>Melba C. Lish</u>	<u>Olga M. Swensen</u>
<u>Edward C. Lish</u>	
<u>Donald C. Lish</u>	
<u>Doreen L. Lish</u>	
<u>James L. Lish</u>	
<u>William L. Lish</u>	
<u>Thomas L. Lish</u>	
<u>Charles W. Lish</u>	
<u>Thomas Lish</u>	

STATE OF UTAH)
: ss
County of Grand)

On the 26th day of April, A.D. 1968, personally appeared before me
DON L. CANEPA, LINDA L. CANEPA, GRACE JENNINGS, GEORGE JENNINGS,
WILLIAM H. NELSON, DOROTHY A. STOVER, WENDY B. NELSON, JAMES
R. STOVER, KENNETH H. BELL, CAROL N. BELL, EDMOND P. WILLIAMS,
GENEVA L. WILLIAMS, LEO L. BURR, CLARA M. BURR, L. WOOD
MILLER, NEWELL E. DALTON, RUEBEN L. LOONEY, NORMA D. LOONEY,
BETTY DALTON, GLEN W. BUNCE, ALTON L. PARMENTER, SUSAN
PARMENTER, PATRICIA L. BUNCE, CHARLES W. LISH, VERLYN A.
BAILEY, BONNIE L. BAILEY, THEORA LISH, LYNN A. SWENSEN, MARY
M. WILSON, RICHARD C. WILSON, LEMOYNE JONES, JOYCE J. JONES,
T. M. MURDOCK, LIN MURDOCK, RALPH WILDERSON, MELBA WILDERSON,
KAY CLOWARD, GLENDA CLOWARD, OLGA N. SWENSEN, SUE AUSTIN,
HAROLD W. AUSTIN, IRENE L. CIARUS, and GLENDA L. CIARUS, the
signers of the within and foregoing instrument, who duly acknowledged to me
that they executed the same.

Mary Snow

Notary Public
Residing in: Moab, Utah



My Commission Expires:
2-3-71