

No. 333108

RECORDED AT THE REQUEST OF

L. A. CampbellDATE SEP 4 1979 TIME 10:05 a.m.BOOK 175 OF RECORDS PAGE 37 FEE 21.00DONNA S. MCKENDRICK, TOOELE COUNTY RECORDERTooele County Recorder
DONNA S. MCKENDRICK

ERDA ACRES SUBDIVISION
COVENANTS, CONDITIONS,
RESERVATIONS AND RESTRICTIONS

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KNOW ALL MEN BY THESE PRESENTS:

Lalif A. Campbell and George Buzianis (hereinafter, the "Owners") being the owners of Erda Acres Subdivision Addition No. 1, lots twenty-seven thru seventy-eight situated within the County of Tooele, State of Utah (hereinafter, the "Subdivision") have established a general plan for the improvement and development of such Subdivision and do hereby establish the covenants, conditions, reservations and restrictions upon which and subject to which all lots and portions of such lots within such Subdivision shall be improved or sold and conveyed by them as Owners thereof. Each and every one of these covenants, conditions, reservations and restrictions is and all are for the benefit of each owner of land in such Subdivision or any interest therein and shall inure to and pass with each and every parcel of such Subdivision. These covenants, conditions, reservations and restrictions are and each thereof is imposed upon such lots all of which are to be construed as restrictive covenants running with the title to such lots and with each and every parcel thereof:

1. Setback lines: No building or structure of any nature, or any part thereof, shall be erected on any lot closer than 30 feet to the front street line or closer than 10 feet to either side lot line.

2. Approval of Plans: For the purpose of further insuring the development of the lands, the Owners reserve the power to control the buildings, structures and other improvements placed on each lot. Whether or not provision therefor is specifically stated in any conveyance of a lot made by the Owners, the owner or occupant of each and every lot, by acceptance of title thereto or by taking possession thereof, covenants and agrees that no building, wall or other structure shall be placed upon such lot unless and until the plans and specifications therefor have been approved in writing by the Owners.

3. Sewers: In the event governmental authority should require the installation of sanitary sewers and appurtenances in part or in all of the Subdivision, the purchasers or owners of the lot or lots in the Subdivision shall pay his or their proportionate share of the cost and expense of installing the sewer system. This proportionate share will be computed by adding the total number of lots served by the sewer system or section of such system and dividing the total number of lots served into the total cost of such system. All buildings must be connected to the sewer system, if any, as soon as constructed and

thereafter further use of septic tanks or other sanitary disposal systems shall be prohibited. Owners of lots shall pay a reasonable monthly minimum and monthly charge for the use of the sewage system.

4. Water: The original purchaser of a lot from the Owners shall be entitled to ownership of one (1) share of common stock in Erda Acres Water Company, a corporation organized under the Utah Nonprofit Corporations Act. Thereafter, ownership of the share in Erda Acres Water Company shall pass with the conveyance of the real property of the original purchaser upon any such sale and may not be sold or transferred to any person not the owner of the lot to which the sale was originally attached. It is understood that property owners are required to connect, at their own expense, to water lines provided by Erda Acres Water Company for water for household and irrigation use. The owners of lots as shareholders of Erda Acres Water Company shall pay a reasonable monthly minimum and monthly charges for water used as shall be established from time to time by Erda Acres Water Company. For the purpose of creating, constructing, maintaining and providing water and water facilities for general use and benefit of all lot owners, each and every lot owner, in accepting a deed or contract for any lot in such Subdivision, agrees to and shall be a shareholder of and subject to the

obligations and duly enacted Bylaws and rules of Erda Acres Water Company.

5. Utility Easements: Easements and rights-of-way are hereby expressly reserved for the creation, construction and maintenance of utilities such as gas, water, telephone, telegraph, electricity, sewers, storm drains, public, quasi-public and private as well as any public, private or quasi-public utility or function deemed necessary or expedient for the public health and welfare. Such easements and rights-of-way shall be confined to the rear ten (10) feet of every lot. The easements and rights-of-way set forth in this paragraph 5 are in addition to the easements and rights-of-way shown on the official plat of the Subdivision.

6. Legal Fees For Enforcement: Should the Owners or any purchaser of a lot employ counsel to enforce any of the foregoing covenants, conditons, reservations or restrictions by reason of any breach by any lot owner, all costs incurred in such enforcement including reasonable fee for counsel, shall be paid by the owner of such lot or lots committing such breach.

7. Mortgage: The Breach of any of the foregoing covenants, conditions, reservations or restrictions shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value as to any lot or lots or portions of lots in such Subdivision, but these covenants, conditons, reservations and restrictions shall be binding upon and effective against any such mortgagee or trustee or owner

thereof whose title thereto or whose grantor's title is or was acquired by foreclosure, trustee's sale or otherwise.

8. Non-Waiver: No delay or omission on the part of the Owners or the owners of any lot in such Subdivision not exercising any rights, power or remedy herein provided in the event of any breach of the covenants, conditions, reservations or restrictions herein contained shall be construed as a waiver thereof or acquiescence therein and no right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against the Owners for or on account of their failure to bring any action on account of any breach of these covenants, conditions, reservations or restrictions or for imposing restrictions herein which may be unenforceable by the Owners.

9. Severability: In the event any one or more of the foregoing covenants, conditions, reservations or restrictions shall be declared for any reason by a court of competent jurisdiction to be null and void, such judgment or decree shall not, in any manner affect, modify, change, abrogate or nullify any of the covenants, conditions, reservations and restrictions not so declared to be void but all of the remaining covenants, conditions, reservations and restrictions not so expressly held to be void shall continue unimpaired and in full force and effect.

10. Rule Against Perpetuities: In the event the provisions hereunder are declared void by a court of competent

jurisdiction by reason of the rule against perpetuities, then in that event, the term of these covenants, conditions, reservations and restrictions shall be reduced to a period of time which shall not violate the rule against perpetuities as determined by the laws of the State of Utah.

11. County Ordinances: Such Subdivision shall be subject to any and all rights and privileges which the County of Tooele, State of Utah may have acquired through the dedication or the filing or recording of maps or plats of such Subdivision as authorized by law and no covenants, conditions, reservations or restrictions or acts performed shall be in conflict with any county zoning ordinance or law.

12. Covenants Run With Land: All of the covenants, conditions, restrictions, and reservations set forth herein shall run with the land and any grantee, by accepting the deed to any lot in such Subdivision accepts the same subject to such covenants, conditions, restrictions, and reservations and agrees for himself, his heirs, administrators and assigns to be bound by each of such covenants, conditions, restrictions, and reservations jointly, separately and severally.

13. Anti-Pollution: These covenants, conditions, restrictions, and reservations expressly prohibit any act which would result in a concentrated source of pollution within 100 feet of any water wells supplying water for domestic purposes. Examples of such prohibited pollution include, but are not

limited to, pit privies, septic tank drain fields, garbage dumps, corrals, etc.

14. Amendments: These covenants, conditions, restrictions and reservations may be amended, modified or repealed upon the written consent of the owners of not less than two-thirds of the lots located within such Subdivision.

IN WITNESS WHEREOF the Owners have executed this document the 10 day of Aug, 1979.

George Buzianis
GEORGE BUZIANIS

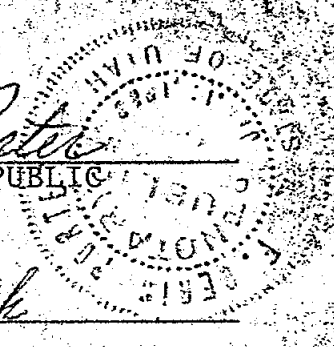
Lalif A. Campbell
LALIF A. CAMPBELL

STATE OF UTAH)
): ss.
County of Tooele)

On the 4th day of SEPT., 1979

personally appeared before me George Buzianis and Lalif A. Campbell the signers of the within instrument, who duly acknowledged to me that they executed the same.

F. Alexis Paster
NOTARY PUBLIC



My commission expires:

Jan. 13, 1983

Residing at:

Tooele, Utah