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Date 19-SEP-2002 14:21pm
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LORISE C JONES, Recorder
Filed By IH
For M & M MANUFACTURED HOMES LLC
SAN JUAN COUNTY CORPORATION

**PROTECTIVE COVENANTS
OF
SAN JUAN ESTATES, Phase II
BLOCK I**

DECLARATION OF BUILDING AND LAND USE RESTRICTIONS

PART A. PREAMBLE

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the undersigned, being owners of the following described real property located in San Juan County, State of Utah:

Boundary Description

DESCRIPTION OF LAND WITHIN THE SE 1/4 SECTION 36, T 26 S, R 22 E, SLM, SAN JUAN COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SE CORNER OF LOT 13 OF SAN JUAN ESTATES SUBDIVISION PHASE II, SAID CORNER BEARS SOUTH 354.7 FT. FROM THE EAST 1/4 CORNER SECTION 36, T 26 S, R 22 E SLM, AND PROCEEDING THENCE S 82° 16' W 219.1 FT. TO A CORNER, THENCE S 40° 34' W 107.4 FT. TO A CORNER, THENCE S 56° 41' W 104.6 FT. TO A CORNER, THENCE S 47° 07' W 76.6 FT. TO A CORNER, THENCE S 35° 03' W 170.5 FT. TO A CORNER, THENCE S 35° 28' W 108.2 FT. TO A CORNER, THENCE N 71° 42' W 130.2 FT. TO A CORNER, THENCE S 47° 04' W 183.6 FT. TO A CORNER, THENCE S 2° 17' E 109.1 FT. TO A CORNER, THENCE ALONG THE ARC OF A 1050.9 FT. RADIUS CURVE TO THE RIGHT 50.0 FT. (SAID CURVE HAS A CHORD WHICH S 25° 10' E 50.0 FT.), THENCE S 55° E 55' W 503.7 FT. TO A CORNER, THENCE S 46° 40' E 551.6 FT. TO A CORNER, THENCE N 82° 53' E 559.4 FT. TO A CORNER, THENCE N 50° 23' W 166.9 FT., THENCE N 39° 37' E 50.0 FT. TO A CORNER, THENCE N 68° 28' E 285.8 FT. TO A CORNER, THENCE N 4° 34' E 159.7 FT TO A CORNER, THENCE N 48° 50' E 136.4 FT. TO A CORNER ON THE EAST LINE SE 1/4 SECTION 36, THENCE WITH SAID LINE NORTH 779.1 FT. TO THE POINT OF BEGINNING. CORNERS ARE MONUMENTED AS SPECIFIED ON THE ATTACHED PLAT.

BEARINGS ARE BASED ON THE CENTER 1/4 LINE AS DETERMINED BY UTAH RLS#1963 (BEARING FROM ORIGINAL SUBDIVISION OF SECTION 36=N 89° 55'E).

Do here by establish the nature of the use and enjoyment of all lots in said subdivision and does declare that all conveyances of said lots shall be made subject to the following conditions, restrictions and stipulations:

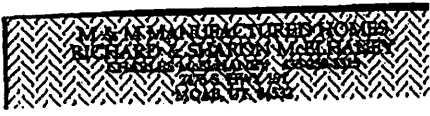
PART 2. RESIDENTIAL AREA COVENANTS:

FOR LOTS 23,24,25,26,27,28,29,30,31,32,34,35,36,37,38,&39.

1. Use and Building Type. No lot shall be used except for residential and home business purposes. The Architectural Control Committee must approve home businesses. No building shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling. It may be one story, one story and a basement, tri-level with one-half of the bottom level below ground level, or no more than two stories above ground level in height, and have an attached or separate, private garage or carport. The living area of single level structures shall not be less than 936 square feet. In addition, all detached structures, which may be designated for purposes of a workshop, barn, storage, greenhouse, covered vehicle parking, etc., may be erected on the property, but shall be limited to a cumulative size, not exceeding 3,800 square feet. Their structure and material makeup should be similar to that of the primary dwelling. They shall be enclosed on a minimum of three sides, and are no more than two stories above ground level.

Construction of the single family residence shall be limited to a minimum, of manufactured housing: It may be constructed at a factory location and transported over the highway, to be set on a permanent concrete foundation with a block, or cement stem wall around the home. Manufactured houses will be at least a double wide, (no less than 26'

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in width), be no more than three years old, be HUD certified, and meet Federal Manufactured Home Construction and Safety Standards (FMHCSS). Other permitted construction, shall also include residence structures which are fabricated completely on site, using materials, methods and specifications which are consistent with the requirements of the latest revision of the Uniform Building Code and State and local requirements.

Exterior walls shall be vinyl, rock, stucco, wood, brick, painted hard board siding or any combination of the stated permitted materials. No metal siding is permitted without the express permission of the Architectural Committee. No rolled-type or sheet metal roofing (Pro-Panel is acceptable) shall be used on any residence unless overlying shingles hides such material. Roof pitches shall be no greater than a ten/twelve. Flat roofs will only be allowed with parapet walls surrounding them, and must be pre-approved by the Architectural Control Committee. Painted metal or aluminum awnings shall be permitted as patio covers or carports, provided that such awnings are commercially manufactured and marketed specifically for that purpose. All construction of the permitted ancillary buildings shall be of new materials, which are similar to and complimentary to the materials used in the residence, to the maximum degree feasible. Metal pro-panel or equal may be used as a minimum for ancillary buildings.

The exterior of the residence shall be completed within one year of the construction start date.
All power, telephone or other utility lines within the boundaries of the lots shall be located underground.
Amateur radio antennas shall not project more than seven feet above the uppermost residence roofline. Satellite television antennas with parabolic reflectors shall not project more than fifteen feet above the ground level.

2. **Architectural Control.** No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the building, driveway, carports, awnings, and fencing have been approved by the Architectural Control Committee. Their primary job is approving the quality of workmanship, that materials are in compliance with the recorded COVENANTS and subdivision plat, and, that they are in harmony with the external design of existing structures.
3. **Dwelling Cost and Quality.** No dwelling shall be permitted on any lot at a cost of less than \$65,000, including the lot. The dwelling cost is based upon cost levels, prevailing on the date that these covenants are recorded. It being the intention and purpose of the covenants, to assure that all dwellings shall be of quality workmanship and materials.
4. **Building Location.**
 - (a) No building shall be located on any lot nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 20 feet to any side street.
 - (b) No building shall be located nearer than 15 feet to any interior side lot line; and no building shall be located nearer than 15 feet to the rear lot line or to side lots bordering on a street.
 - (c) For the purpose of this covenant, eaves and steps shall not be considered as a part of a building, provided however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.
5. **Lot Area.** No lot shall be less than one acre, including easements for location of services and utilities, as shown on the recorded plat.
6. **Easements.** Easements for the installation and maintenance of wells, utilities and drainage facilities are reserved as shown on the recorded plat, and are located over the rear or side 7 1/2 feet of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of a drainage channel in the easements, or which may obstruct or retard the flow of water through established drainage channels for adjacent lots. The easement area of each lot and all the improvements in it, shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. (See Well the Agreement for more details.)
7. **Nuisances.** Noxious or offensive activities shall not be carried on upon any lot; no large caches of high explosives, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.
8. **Temporary Structures.** No structure of a temporary character, trailer, basement, garage, barn or other outbuildings shall be used on any lot at anytime as a residence. No barn or other outbuildings shall be used on any lot at any time as a residence, either temporarily or permanently, except during the construction phase, and then only as approved by the Architectural Control Committee. Travel Trailers and Motor Homes may be lived in temporarily during the construction phase, and then only as approved by the Architectural Control Committee.
9. **Signs.** No sign of any kind shall be displayed to the public's view on any lot, except one advertising the property for sale or rent, or signs used by a developer to advertise the property, during the construction and sales period.

10. **Pets/Livestock.** Pets shall be limited to not more than three dogs and three cats in any combination. Residents shall be responsible for containing all pets within the property boundaries, and are responsible for maintaining control of pets to ensure that the surrounding residents shall not be annoyed by noise or noxious odors.
- Livestock:** Will be permitted on all lots and will be limited to 3 large animals (cows, horses, sheep, goats and pigs). Large animals must be corralled at least 100 feet from neighboring homes. Poultry, fowl and rabbits will be permitted on any lot and limited to 12 adult animals and shall be caged or fenced at all times.
11. **Garbage and Refuse Disposal.** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other wastes, shall be kept in closed sanitary containers. All equipment for the storage of, or the disposal of such material, shall be kept clean and in a sanitary condition. The lot owner shall keep each lot and its abutting street, free of trash and other refuse. No unsightly materials or other objects shall be stored on any lot in view of the general public. Old vehicles that are unlicensed and or not in running condition must be kept in the rear of the home, in a carport or garage, until such time the vehicle is repaired and licensed. (The back yard shall not become a salvage yard for multiple old cars that are being parted out.) All work related trailers, equipment and vehicles over one ton must be parked in back of the home. Currently licensed motor homes, travel trailers, and any other fun craft, sitting on a trailer, may be parked to the side of the home.
12. **Sight Distance at Intersection.** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
13. **Fence Types and Materials.** Permissible fencing includes natural rock, concrete or cinder block, chain link, vinyl, picket, grape stake or painted or stained wood. Fencing shall be maintained in good condition at all times. Fencing design and location shall be in accordance with the requirements of covenant #12 and local ordinances.
14. **Landscaping.** Other than the natural vegetation, planted trees, lawns, and shrubs shall be nurtured and maintained.
15. **Slope and Drainage Control.** No structure, planting or other material shall be placed or permitted to remain or other activities undertaken, which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of flow of drainage channels or obstruct or retard the flow of water through drainage channels. The slope control areas of each lot and all improvements in them shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

PART C. ARCHITECTURAL CONTROL COMMITTEE

1. **Membership.** The original Architectural Control Committee is composed of Richard A. McElhane and Charles E. McElhane. The original Architectural Control Committee shall serve until all lots are sold in the sub-division. A majority vote of the committee may designate a representative to act for it on specified tasks. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. Following the sale of 100 percent of the sub-division lots, the then recorded Owners of a 1/2 majority of the lots, shall have the right to call for an election by secret ballot for electing the new members to the Architectural Control Committee. Lot ownership qualifies each lot for one vote. During the period prior to the sale of all the lots in the sub-division, selection of a replacement for any of the original committee members due to reasons of health, death or resignation, shall be accomplished by a majority of the remaining members of the Architectural Control Committee.
2. **Procedure.** The Architectural Control Committee's approval or disapproval, as required in these covenants, shall be in writing. In the event the Architectural Control Committee, or its designated representative, fails to approve or disapprove within 30 days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required, and the related covenants shall be deemed to have been fully complied with.

2. **Power.** The Architectural Control Committee shall have the power to administer the provisions of these Covenants as written and recorded, and to issue interpretations of the covenants as permitted in the covenants, a majority vote by the committee being required to authorize a ruling. The Architectural Control committee shall have no authority to unilaterally change the recorded covenants. In case of deadlock, the Architectural Control Committee shall within 30 days, be required to select an arbitration panel of three members who are unanimously acceptable to all committee members, and shall abide by the ruling of the arbitration panel.
4. **Other Administrative Responsibilities.** The Architectural Control Committee shall also be responsible for initially establishing Water Well dues etc., as set forth in the Well Water Agreement (See the Well Water agreement for further details.)

PART D. GENERAL PROVISIONS

1. **Term.** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them, for a period of twenty years from the date these covenants are recorded, after which time, said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by a 3/4 majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
2. **Enforcement.** Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.
3. **Severability.** Invalidation of any one of these covenants or portions thereof by judgment or court order shall in no wise or way affects any of the other provisions, which shall remain in full force and effect.

(Covenants can or may be amended or changed by the Architectural Control Committee, along with a majority of the current lot owners prior to the sale of the final lot in the sub-division, if it is deemed necessary and in the best interest, for the betterment of the community, that is developing at San Juan Estates, Phase III.)

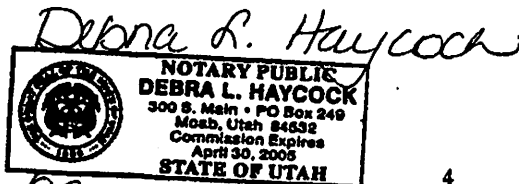
San Juan Estates, PHASE III
BLOCK I

By:

Richard A. McElhaney 9.19.02
M&M Manufactured Homes LLC (Date)
Richard A. McElhaney, Member, Manager

Charles E. McElhaney 9.19.02
M&M Manufactured Homes LLC (Date)
Charles E. McElhaney, Member, Manager

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