

A DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EQUITABLE SERVITUDES APPLYING TO CERTAIN LANDS LOCATED WITHIN CARBON COUNTY, STATE OF UTAH

Know All Men By These Presents:

Whereas, the undersigned is the owner of real property described in Clause 1 of this declaration, and

Whereas, the said owner of said real property desires to subject said real property to covenants, restrictions, conditions and reservations so as to:

1. Insure the best use and most appropriate development of land and buildings.
2. Protect the owners of land and buildings against the improper use of surrounding buildings which would depreciate the value of their property.
3. Preserve, so far as practicable, the natural beauty of said property.
4. Guard against the erection thereon of poorly designed or proportioned structures built of improper or unsuitable materials.
5. Insure the highest and best development of said property.
6. Encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on building sites.
7. Prevent haphazard and inharmonious improvements of building sites.
8. Secure and maintain proper setbacks from streets and adequate free space between structures.
9. Provide adequately for high type and quality of improvements made by purchasers of building sites therein.

Now therefore, the undersigned property owners in consideration of the mutual promises of each other and One Dollar (\$1.00) and other valuable considerations, hereby agree that the real property described in Clause 1 hereof is and shall be held, transferred, sold, and conveyed subject to the covenants, restrictions, conditions, and reservations as hereinafter set forth.

CLAUSE 1

Property Subject To This Agreement: The real property which is the subject of this agreement, and shall be held, and shall be conveyed, transferred and sold subject to the covenants, restrictions, conditions, and reservations is located in the County of Carbon, State of Utah, and more particularly described as follows:

(Continued)



E 090200 B 496 P 555
Date 19-FEB-2002 10:57am
Fee: 22.00 Check
SHARON MURDOCK, Recorder
Filed By KR
For PROFESSIONAL TITLE SERVICES
CARBON COUNTY CORPORATION

(continued)

A Parcel of land located in Carbon County, State of Utah, which is in the Northeast Quarter of the Southeast Quarter of Section 33, Township 14 South, Range 10 East, Salt Lake Base and Meridian, being further described as follows with a bearing of South 89°10'09" East between the South Quarter Corner and the Southeast Corner of said Section 33 used as the basis of bearing.

Lot 1, PORTER MINOR SUBDIVISION, being more particularly described as follows:

BEGINNING at a point which is located North 1°09'53" West 1589.69 feet along the Section Line and South 89°41'54" West 940.63 feet from the Southeast Corner of Section 33, Township 14 South, Range 10 East, Salt Lake Base and Meridian, and running thence South 89°41'54" West 150.00 feet; thence North 0°18'06" West 291.00 feet; thence North 89°41'54" East 150.00 feet; thence South 0°18'06" East 291.00 feet to the point of beginning.

Lot 2: PORTER MINOR SUBDIVISION, being more particularly described as follows:

BEGINNING at a point which is located North 1°09'53" West 1589.69 feet along the Section Line and South 89°41'54" West 790.63 feet from the Southeast Corner of Section 33, Township 14 South, Range 10 East, Salt Lake Base and Meridian, and running thence South 89°41'54" West 150.00 feet; thence North 0°18'06" West 291.00 feet; thence North 89°41'54" East 150.00 feet; thence South 0°18'06" East 291.00 feet to the point of beginning.

Lot 3: PORTER MINOR SUBDIVISION, being more particularly described as follows:

BEGINNING at a point which is located North 1°09'53" West 1589.69 feet along the Section Line and South 89°41'54" West 640.63 feet from the Southeast Corner of Section 33, Township 14 South, Range 10 East, Salt Lake Base and Meridian, and running thence South 89°41'54" West 150.00 feet; thence North 0°18'06" West 291.00 feet; thence North 89°41'54" East 150.00 feet; thence South 0°18'06" East 291.00 feet to the point of beginning.

THE SPECIFIC COVENANTS, RESTRICTIONS, AND EQUITABLE SERVITUDES OF THIS AGREEMENT ARE AS FOLLOWS:

1. All the buildings and dwellings shall be built and maintained in compliance with the standards of the uniform building and mechanical code, national electric code, and state plumbing code.

2. No Mobile Home of any kind shall be allowed as a permitted dwelling in the subdivision.

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3. No building or fence shall be erected, placed or altered on any residential lot in this subdivision until the building plans, specifications, and lot plan showing the location of such building or fence have been approved in writing as to quality of construction, material and location of the building with respect to topography and finished ground elevation, by a committee composed of Georgia P. Porter and Dino N. Kiahtipes or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any of the members of said committee, the remaining member or members shall have full authority to approve such design and location or to designate a representative with like authority, and said remaining members and the remaining members of any successor committee, shall also have authority to fill any vacancy at any time on said committee or any successor committee. In the event said committee, or its designated representative, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required, and this Covenant will be deemed to have been fully complied with. Neither the members or such committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this Covenant. The powers and duties of such committee and its designated representative shall cease on and after January 1, 2017. Thereafter, the approval described in the Covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots lying within the area described in Clause 1 and duly recorded, appointing a representative or representatives who shall thereafter exercise the same powers previously exercised by said committee.

4. No noxious or offensive trade or activity shall be carried on or upon any part of said land hereinabove described in Clause 1 or any part or portion thereof, nor shall anything be done thereon which may become an annoyance or nuisance to the occupants of the remaining lands hereinabove described.

5. No vehicles, campers, boats or other items of any kind shall be left on the streets within this subdivision at any time.

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6. No trailer or mobile home, tent, shack, garage, or other outbuilding erected in, upon, or about any of said land hereinbefore described or any part thereof, shall be used as a permanent residence, or shall any structure of a temporary character be used as a residence, except that a trailer or mobile home may be used as temporary dwelling, not to exceed six months, while the occupants are engaged in the construction of a permanent dwelling which has to be approved by the architectural committee herein referred to. Trailers and mobile homes used for periods of up to, but not exceeding, six months, must be approved by said committee herein referred to.

7. No structure shall be moved onto any lot or land described in Clause 1, unless it meets with the approval of the committee herein named. Such approval must be given in writing.

8. No signs, billboards, or advertising structures may be erected or displayed on any lot or land described in Clause 1, except a single sign, not more than 1.5 ft X 3 ft in size, advertising the sale or rental of a dwelling or land and except for a single sign located near the entrance to the subdivision advertising the project.

9. No trash, ashes, vehicles not in running order, or any other refuse may be thrown, dumped or placed on any lot or land described in Clause 1.

10. Easements are reserved over the rear 7 ft, front 7 ft, and side 7 ft of each lot for utility installation and maintenance, and for irrigation and waste ditches.

11. No building shall be located on any lot in violation of the zoning ordinance covering the land on which the building is located.

12. No fence, wall, hedge, or mass planting shall be permitted to extend beyond the minimum building set back line except upon written approval of the architectural committee. No fences constructed shall be sight obscuring.

13. No ground or other earth material shall be excavated except in connection with the construction of a building or structure as approved by the architectural committee.

14. No building material of any kind or character shall be placed or stored upon any lot until owner thereof is ready to commence improvements, and then the material shall be placed within the property lines of the plot upon which the improvements are to be erected and shall not be placed in the streets.

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15. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot if they are a nuisance to the other lot owners or if they are raised for commercial purposes. All pets shall be confined to their owners lot and shall not be allowed to trespass on the other lots.

16. All homes shall have a minimum of 50% outside covering of brick, stone, stucco and/or glass, unless otherwise approved by the architectural committee.

17. When a land owner fails to maintain his yard in such a manner as to prevent a fire hazard, the committee has the right to have weeds and other garbage removed. The land owner agrees to reimburse the committee for actual expenses incurred.

18. If the parties now claiming any interest in said lots and land described in Clause 1, or any of them or their successors, grantees, personal representatives, or assignees shall violate any of the covenants and restrictions herein contained prior to the expiration of these covenants, it shall be lawful for any other person or persons owning any other lot or lots in said area to prosecute at any proceedings at law or in equity against the person or persons so violating this set of covenants.

19. Invalidation of any one of the covenants and restrictions hereinabove set forth by judgement or court order shall in no way effect any of the other provisions hereof, which shall remain in full force and effect until this set of covenants expires.

20. All covenants and restrictions herein stated and set forth, shall run with the land and shall be binding on all parties and persons claiming any interest in said land and hereinabove described in Clause 1 or any part thereof, until this set of covenants have expired.

21. These protective covenants, restrictions and equitable servitudes shall expire January 1, 2025.

This agreement shall bind the heirs, executors, administrator, successors and assignees of the respective parties hereof.

In Witness Whereof the undersigned owner of the property described herein have caused these presents to be executed this day of February, 2002.

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Georgia P. Porter

GEORGIA P. PORTER - TRUSTEE

State of Utah)
) ss.
County of Carbon)

On this 14th day of February, 2002, personally appeared before me GEORGIA P. PORTER, Trustee of the Georgia P. Porter Family Living Trust dated January 18, 1991, the signer of the foregoing instrument, who duly acknowledged to me that she executed the same.

Kristi L. Green

Notary Public
Commission Expires: 04/14/05
Residing in: HELPER UTAH

