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Ent 097397 Bk 879 Pg 472-484
Date: 30-AUG-2007 2:14PM
Fee: \$56.00 Cash
Filed By: PH
LOUISE JONES, Recorder
SAN JUAN COUNTY CORPORATION
For: SHUMWAY JARED

**PROTECTIVE COVENANTS
OF
SAN JUAN ESTATES, PHASE IV AMENDED**

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

LANDS WITHIN PLATTED PHASES OF SAN JUAN ESTATES, SECTION 36, T 26 S, R 22 E SLM, SAN JUAN COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NW CORNER OF LOT 43 OF SAN JUAN ESTATES, SAID CORNER BEARS S 71°73'W 1551.8 FT. FROM THE EAST ¼ CORNER SECTION 36, T 26 S, R 22 E, SLM, AND PROCEEDING THENCE S 45°06'W TO THE SW CORNER OF LOT 44 SAID SAN JUAN ESTATES, THENCE N 46°40'W 655.2 FT. TO THE NW CORNER OF LOT 40 SAID SAN JUAN ESTATES, THENCE WITH THE SOUTHERLY R-O-W OF PHEASANT LANE THE FOLLOWING SEVEN COURSE: S 74° 38' E 229.9 FT., THENCE ALONG THE ARC OF A 135.4 FT. RADIUS CURVE TO THE LEFT 36.3 FT. (SAID CURVE HAS A CHORD WHICH BEARS S 82°19'E 36.2 FT.), THENCE EAST 133.8 FT., THENCE ALONG THE ARC OF A 1275.3 FT. RADIUS CURVE TO THE RIGHT 121.3 FT. (SAID CURVE HAS A CHORD WHICH BEARS S 87°16'E 121.3 FT.), THENCE S 84°33'E 159.1 FT., THENCE ALONG THE ARC OF A 221.4 FT RADIUS CURVE TO THE RIGHT 94.2 FT. (SAID CURVE HAS A CHORD WHICH BEARS S 72°22'E 93.4 FT.), THENCE S 60°11'E 39.1 FT. TO THE POINT OF BEGINNING,

ALSO:

BEIGNNING AT THE NW CORNER OF LOT 22 OF SAN JUAN ESTATES, SAID CORNER BEARS S 46°15'W 1317.6 FT. FROM THE EAST ¼ CORNER SECTION 36, T 26 S, R 22 E, AND PROCEEDINGS THENCE WITH THE SOUTHERLY R-O-W OF PHEASANT LANE ALONG THE ARC OF A 1000.9 FT. RADIUS CURVE TO THE RIGHT 180.9 FT. (SAID CURVE HAS A CHORD WHICH BEARS S 28°27'E 180.7 FT.), THENCE ALONG THE ARC OF A 574.3 FT. RADIUS CURVE TO THE LEFT 127.5 FT. (SAID CURVE HAS A CHORD WHICH BEARS S 29°38'E 127.2 FT.), THENCE ALONG THE ARC OF A 25.0 FT. RADIUS CURVE TO THE RIGHT 34.6 FT. (SAID CURVE HAS A CHORD WHICH BEARS S 03°42'W 31.9 FT.), THENCE S 43°24'W 71.4 FT., THENCE ALONG THE ARC C/O A 25.0 FT. RADIUS CURVE TO THE RIGHT 20.9 FT. (SAID CURVE HAS A CHORD WHICH BEARS S 67°21'W 20.3 FT.), THENCE ALONG THE ARC OF THE A 50.0 FT. RADIUS CURVE TO THE LEFT 81.8 FT. (SAID CURVE HAS A CHORD WHICH BEARS 44°24'W 73.0 FT.), THENCE S 21°15'W 234.3 FT. TO A CONER, THENCE N 46°40'W 659.3 FT. TO THE SW CORNER OF LOT 46 OF SAID SAN JUAN ESTATEES, THENCE N 28°07'E 262.0 FT. TO THE NW CORNER SAID LOT 46, THENCE WITH THE R-O-W OF BOBCAT COURT ALONG THE ARC OF A 50.0 FT. RADIUS CURVE TO THE LEFT 77.3 FT. (SAID CURVE HAS A CHORD WHICH BEARS N 73°49'E 69.8 FT.), THENCE S 12°23'E 272.3 FT. TO THE SE CORNER OF SAID LOT 46, THENCE N 55°55'E 347.2 FT. TO THE NW CORNER OF LOT 22 OF SAN JUAN ESTATES, THE POINT OF BEGINNING.

BEARINGS ARE BASED ON THE CENTER ¼ LINE AS DETERMINED BY UTAH RLS#1963 (BEARING FROM ORIGINAL SUBDIVISION OF SECTION 36=N 89°55'E).

PART B. RESIDENTIAL AREA COVENANTS:

FOR LOTS 40, 41, 42, 43, 44, 45, 46, 47, 48, 22A, 22B, 23A & 23B

1. **Land Use and Building Type.** No lot shall be used except for residential and home business purpose. 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 if single level structures shall not be less than 1,500 square feet. In addition, all detached structures, which may be designated for purpose of a workshop, barn, storage garage, greenhouse, covered vehicle parking, etc., may be erected on the property, but shall be limited to a cumulative size, not exceeding 5,000 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 dwellings 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 local requirements.

D^L

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000620000400 - 000620000480

Exterior walls shall be vinyl, rock, stucco, brick, or any combination of the stated permitted materials. No metal siding is permitted without the expressed permission of the Architectural committee. No rolled-type of sheet metal roofing (Pro-Panel is acceptable) shall be used on any residence unless overlying shingles hides such materials. Roof pitch shall be no grater than 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 residence 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 lot shall be located underground. Armature radio antennas shall not project more than seven feet above residence roofline. Satellite television antennas with parabolic reflector shall not project more than fifteen feet above ground level.

2. **Architectural Control:** No building shall be erect, 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 Costs and Quality:** No dwelling shall be permitted on any lot at a cost of less than \$200,000, 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; a no building 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 buildings, provided however, that this shall no 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 service 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 ½ feet or each lot. Within these easements no structure, planting or other material shall be placed or permitted to remain which may change the direction of flow of a drainage 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 continuous 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 catches 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 outbuilding 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 sale 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 noises or noxious orders.

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 me 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 materials 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 tom must be parked on back 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 roadway 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 lined 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 distance 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 accord with the requirements of covenant #12 and local ordinances.
14. **Landscaping:** Other than the natural vegetation, plants 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 Architecture Control Committee is composed of Jared Z. Shumway. The original Architecture Control Committee shall serve until all lots are sold in the subdivision. A majority vote of the committee may designate a representative to act for it on specific 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 subdivision lots, the then recorded Owners of a ¾ majority of the lots, shall have the right to call for an election by accrete ballot for electing the new members to The Architecture 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 Architecture Control Committee.
2. **Procedure:** The Architecture Control Committee's approval or disapproval, as required in these covenants, shall be in writing. In the event The Architecture 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 not 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.
3. **Power:** The Architecture Control Committee shall have the power to administer to 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 Architecture Control Committee shall have no authority to unilaterally change the record covenants. In case of deadlock, the Architecture Control Committee shall within 30 days, be required to select an arbitration panel of three members who are unanimously accepted to all committee members, and shall abide by the ruling of the arbitration panel.
4. **Other Administrative Responsibilities:** The Architecture 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 and ¾ 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 affect any of the other provisions, which shall remain in full force effect.

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


PART E EXCLUSIONS

1. Lots 41 and 22A are pre-existing dwellings that do not meet the standards for building construction but must conform to all other restrictions listed in Protective Covenants documents. If these dwellings are ever re-located or destroyed new structures must meet all required covenants.
2. Lot 40 is a pre-existing shop structure designed for small business use. This structure falls under the category of a detached structure and must conform to the other restrictions listed in the Protective Covenant.

San Juan Estates, PHASE IV Amended

San Juan Estates, PHASE IV Amended

By Owners of record: Lots 41 and 45



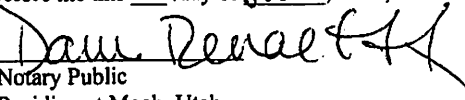
Kelly Sheets



Samantha Sheets

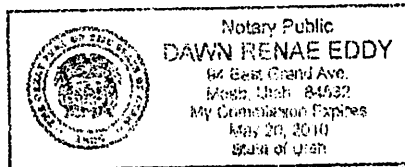
State of Utah }
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County of Grand }

The foregoing Consent was acknowledged before me this 14 day of June, 2007, .



Notary Public
Residing at Moab, Utah

My Commission Expires:



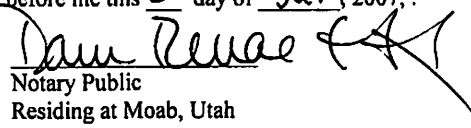
San Juan Estates, PHASE IV Amended

By Owners of record: Lot 40

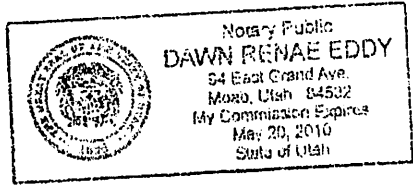

Chris Shumway

State of Utah }
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County of Grand }

The foregoing Consent was acknowledged before me this 5 day of July, 2007.

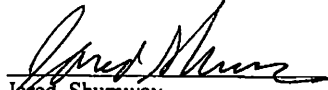

Notary Public
Residing at Moab, Utah

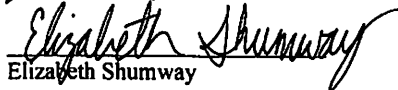
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San Juan Estates, PHASE IV Amended

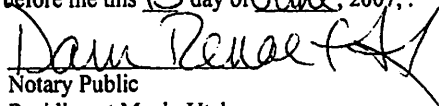
By Owners of record: Lots 22a, 22b and 46


Jared Shumway

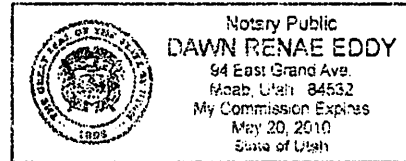

Elizabeth Shumway

State of Utah }
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County of Grand }

The foregoing Consent was acknowledged before me this 13 day of June, 2007..

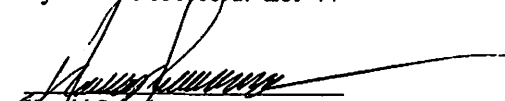


Notary Public
Residing at Moab, Utah

My Commission Expires:



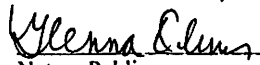
San Juan Estates, PHASE IV Amended

By Owners of record: Lot 44

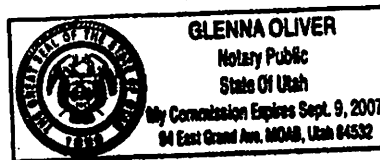

Harold Saunders

Charla Saunders

State of Utah }
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County of Grand }

The foregoing Consent was acknowledged before me this 17th day of August, 2007, .

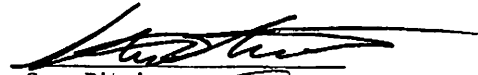
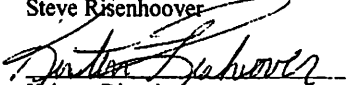

Notary Public
Residing at Moab, Utah

My Commission Expires: 9-9-07



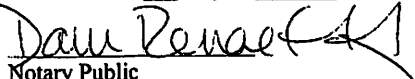
San Juan Estates, PHASE IV Amended

By Owners of record: Lot 42

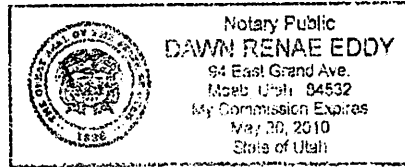

Steve Risenhoover

Kristen Risenhoover

State of Utah }
 } :ss
County of Grand }

The foregoing Consent was acknowledged before me this 13 day of June, 2007, .

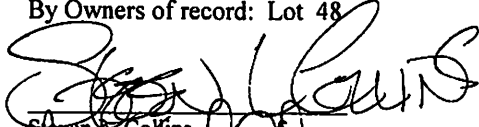
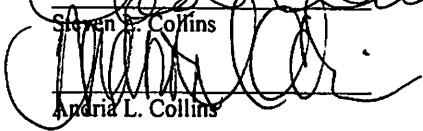

Notary Public
Residing at Moab, Utah

My Commission Expires:



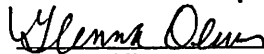
San Juan Estates, PHASE IV Amended

By Owners of record: Lot 48

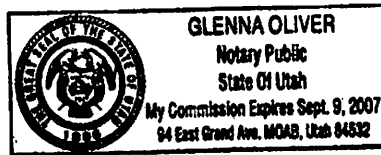

Steven P. Collins

Andrea L. Collins

State of Utah }
 } :ss
County of Grand }

The foregoing Consent was acknowledged before me this 23rd day of Aug., 2007, .

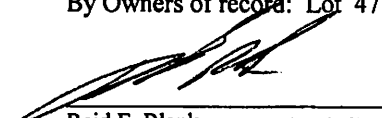

Notary Public
Residing at Moab, Utah

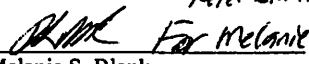
My Commission Expires:



San Juan Estates, PHASE IV Amended

By Owners of record: Lot 47

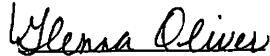


Reid E. Blank *Reid Blank*


Melanie S. Blank *For Melanie*

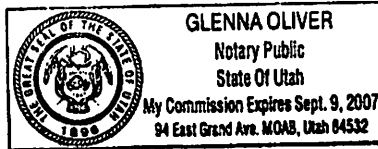
State of Utah }
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County of Grand }

The foregoing Consent was acknowledged before me this 26 day of June, 2007, .



Notary Public
Residing at Moab, Utah

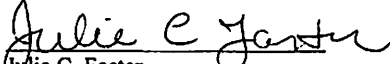
My Commission Expires: 9-9-07



San Juan Estates, PHASE IV Amended

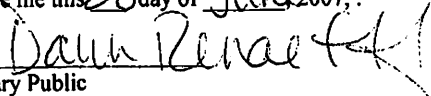
By Owners of record: Lot 23a


Jeffery A. Foster

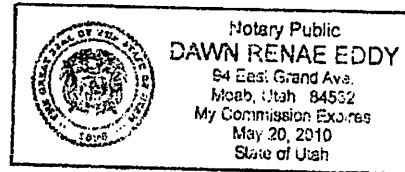

Julie C. Foster

State of Utah }
 } :ss
County of Grand }

The foregoing Consent was acknowledged before me this 28 day of June 2007.

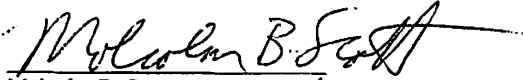

Notary Public
Residing at Moab, Utah

My Commission Expires:

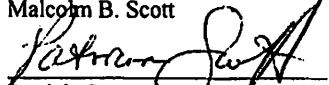


San Juan Estates, PHASE IV Amended

By Owners of record: Lot 43



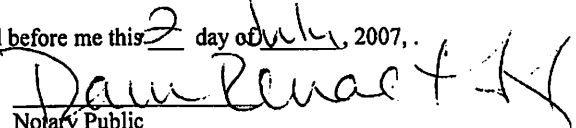
Malcolm B. Scott



Patricia Scott

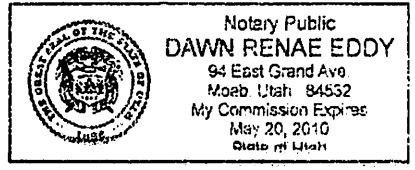
State of Utah }
 } :ss
County of Grand }

The foregoing Consent was acknowledged before me this 2 day of July, 2007,.



Notary Public
Residing at Moab, Utah

My Commission Expires:



San Juan Estates, PHASE IV Amended

By Owners of record: Lot 23b

Christopher K. Kasprick
Christopher K. Kasprick

Shelley D. Kasprick
Shelley D. Kasprick

State of Utah }
 } :ss
County of Grand }

The foregoing Consent was acknowledged before me this 13 day of June, 2007,.

Dawn Renae Eddy
Notary Public
Residing at Moab, Utah

My Commission Expires:

