

PO BOX 669
PRICE

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Filed By: KR
VIKKI BARNETT, Recorder
CARBON COUNTY CORPORATION
For: RICK KROMPEL

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 are the owners of real property described in Clause 1 of this declaration, and

Whereas, the said owners of said real property desire 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:

Lots 10 thru 20 inclusive, Krompels Subdivision Phase II, Plat Amendment #1 according to the official Plat thereof, recorded on May 22, 2008 in Book 673 of plats at Page 266 Entry # 129307 Records of Carbon County Recorder.

With the forgoing Rick L Krompel owner of all lots except for lot 13. Lot 13 owned by Deborah L Krompel. As owners of the real property within the duly recorded Subdivision known as Krompels Subdivision Phase II, hereby creates the following restrictive covenants, conditions and reservations and hereby subjects the real property within the Subdivision to the same and each subsequent grantee of each lot within the Subdivision, his/her heirs, assigns and successors in interest, shall be required and shall be bound to observe the said restrictive covenants, conditions and reservations as hereinafter set forth.

COVENANTS, RESTRICTIONS AND EQUITABLE SERVITUDES

1. All lots within the subdivision shall be used or occupied for single family residential use only. No trade or business of any kind or nature shall be permitted to be conducted upon any lot within the Subdivision.
2. All lots within the Subdivision are subject to existing right-of-way and easements of record for roads and public utilities.
3. All structures built on lots within the Subdivision shall be constructed and maintained in conformance with the standards set forth in the Uniform Building Code, National Electric Code, Utah State Plumbing Code and any applicable successor codes hereinafter adopted by law.
4. All single story or split entry residential homes constructed on any lot within the Subdivision shall contain a minimum of One Thousand Five Hundred (1,500) square feet of actual living space on the main floor. Multi-level homes shall contain a minimum of Two Thousand (2000) square feet of actual total living space above ground level.
5. The outside walls of all structures, including homes, garages, sheds, and other out-buildings, erected on the lots within the Subdivision, shall be made of brick, stone, stucco, glass or other masonry material. Small accent areas, fascia and soffit may be of other architecturally pleasing material.
6. Roofs on all structures within the Subdivision shall be hipped and/or gabled & a min. 6/12 pitch. All roofing materials to be architectural asphalt shingles for use on residential dwellings. The use of flat non-pitched roofs and the use of tar and gravel as a roof covering shall be and hereby are specifically prohibited. A Frame structures are also specifically prohibited.
7. Manufactured homes of all kinds and types, including, but not limited to, factory-build single family dwellings, transportable in one or more modules, manufactured or constructed under the authority of 42 United States Code, Section 5401

shall not qualify as permitted dwellings within the Subdivision and such dwellings shall not be placed within the Subdivision at any time.

8. No mobile home of any kind or size, trailer, tent, garage, or any other out building shall be placed on any of the lots within the Subdivision to serve as a temporary or permanent dwelling thereon.
9. Construction of aesthetically pleasing and attractive outside patio decks shall be allowed.
10. The building materials used to construct the exterior portions of all structures within the Subdivision shall be of neutral earth tone colors. The use of bright colors, such as bright pink, bright yellow, bright orange, bright blue and bright green on the exterior walls and roofs of any structures shall be and hereby is specifically prohibited.
11. Within one (1) year of the construction of any home within the Subdivision, the owner thereof shall complete landscaping of his/her lot so as to minimize the existence of weeds on that property. All portions of lots not otherwise used for erection of a dwelling, garage(s), patio(s), driveway(s), pool(s), basketball or other recreational courts, or family gardens, shall be landscaped in the traditional fashion using lawns, shrubs, bushes, and flower and/or rock gardens. It is required and mandatory of every property owner within the subdivision to provide perpetual care of all exterior dwellings and landscape.
12. The fencing of property boundaries shall be allowed. All fences, however shall be constructed of brick, stone, wrought iron, or vinyl clad materials designed and used specifically for decorative fencing, and/or any combination thereof. The use of cedar slat fencing or chain link fencing is hereby specifically prohibited. Concrete blocks may be used so long as the blocks are covered by stucco or plaster or by the same finish as that which appears on the exterior walls of the home on the subject lot. Security fencing containing barbed wire is hereby specifically prohibited.

13. Boats, motor homes, four wheel ATV's, snowmobiles, trailers, campers and recreational vehicles of any type, belonging to or otherwise being used by the property owners within the Subdivision or their guests and invites shall not be parked on the common streets within the Subdivision at any time.

The parking and storage of all recreational type vehicles, including but not limited to those identified immediately above, on any lot within the Subdivision shall be allowed within an enclosed garage or storage shed. In the absence of enclosed storage space, such vehicles and items may not be parked or stored closer than sixty-five (65) feet from the front of the subject lot.

The storage of inoperable and/or unlicensed vehicles within or upon any lot within the Subdivision, unless stored within the confines of an enclosed garage, shall be and hereby is specifically prohibited.

14. The construction, use and maintenance of commercial signs or billboards on any lots within the Subdivision is hereby specifically prohibited. Excepted from this specific restriction is the periodic use of political campaign signs and/or seasonal holiday decorations displayed in the yards of homeowners.
15. No domesticated or wild animals of any kind, exclusive of household pet cats or dogs, shall be raised, bred, or otherwise maintained or kept on any lot within the Subdivision. In the event that any property owner keeps and maintains household pet dogs or cats on his or her property, such pets shall be confined to that owner's lot, shall not be allowed to trespass on any other lot or common areas within the Subdivision and shall in no way create a nuisance to the detriment of any other property owners and residents within the Subdivision.
16. The foregoing provisions notwithstanding, all property owners within the Subdivision, prior to commencement of any construction, shall submit a general lot plan, building plans and specifications to a committee consisting of Rick L Krompel, Christie N Krompel and or Justin R Krompel. Any three (3) members of the Committee are entitled to act upon the plans submitted by an interested property owner. The purpose of the Committee's review shall be to ensure compliance with all conditions set forth herein.

In the event that any of the said members of the Committee die or resign, the remaining members shall have full authority to approve or reject the plans, designs, color schemes, etc. which are submitted to the Committee for review as provided herein. In the alternative, a majority of the members of the Committee may appoint a representative or representatives to act on behalf of the Committee to

conduct the review of lot plans, building plans and specifications as provided herein. In the event that the Committee, or any subsequently designated representative(s), fail to approve or take any action with regard to submitted lot plans, building plans and specifications with thirty (30) days after such plans have been submitted to the Committee for review, formal approval by the said Committee shall not be required and the terms and provisions hereof shall be deemed to have been met.

The powers and duties of the Committee and its designated representatives shall continue and remain in full force and effect for two (2) full year following the time that all lots within the Subdivision have been dully developed. Prior to the expiration of the said two (2) year term, the Committee shall assign its powers, duties and obligations hereunder to a group of property owners within the Subdivision representing a majority of the lots therein. That group of property owners shall thereafter be known as the "Homeowners Association" and shall have the authority and obligation, by themselves or through designated representatives, to enforce the restrictive covenants and restrictions herein contained. In the event that the Committee fails to proceed with assignment of its duties to a Homeowners Association, the Committee shall remain in place and retain all powers and duties stated herein until such assignment occurs.

Variances to the conditions and restrictions set forth herein shall be specifically prohibited and the Committee or its designated representative(s) shall not have authority to approve any request for variances.

17. The Committee or its designated representative(s) or its successor (Homeowners Association) shall have the right to enter upon the land of another to clean, repair or remove debris, weeds and other unsightly objects at the expense of the owner, provided, however, that the owner shall first receive written notice affording twenty (20) days opportunity to clean, repair or remove the same.
18. In the event that any of the conditions, coverants or restrictions herein contained are violated, the Committee, any successor Homeowners Association or any other person or persons owning any other lot within the Subdivision shall be entitled to commence a lawsuit within the District Court of Carbon County, State of Utah, to enforce the provisions hereof and the prevailing party shall be entitled to an award of court costs and reasonable attorney's fees.

19. Invalidation of any one of the convnants and restrictions herein contained by judgment of the court shall in no way affect any of the other provisions contained herein which shall remain in full force and effect.
20. All covenants and restrictions contained herein shall bind the owners of all lots within the Subdivision, their respective heirs, executors, administrators, successors and assigns and all said covenants and restrictions shall run with the land.

DATED this 2-17-11 Day of 2-17 2011.

Deborah L Krompel
Lot 13

Rick L Krompel
Lots 10,11,12,14,15,
16,17,18,19,20

By: 

By: 

STATE OF UTAH)
)SS.
COUNTY OF CARBON (

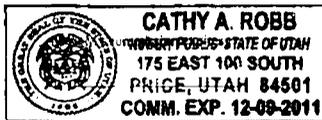
STATE OF UTAH)
)SS.
COUNTY OF CARBON (

I herby certify that on this day, before me, a Notary Public duly authorized in the state and county aforesaid to take acknowledgments, personally appeared *Deborah L. Krompel* to me known to be the person described herein and who excuted the foregoing instrument and acknowledged before me that, being informed of the contents of the same, voluntarily signed and delivered the within and foregoing instrument on the day and year herin mentioned.

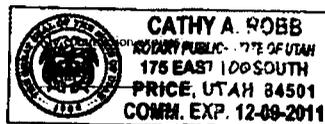
I herby certify that on this day, before me, a Notary Public duly authorized in the state and county aforesaid to take acknowledgments, personally appeared *Rick L. Krompel* to me known to be the person described herein and who excuted the foregoing instrument and acknowledged before me that, being informed of the contents of the same, voluntarily signed and delivered the within and foregoing instrument on the day and year herin mentioned.

GIVEN under my hand and official seal, this the 17th day of February, 2011.

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Notary Public




Notary Public