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Recorder's Office*

Entry No.	62193	Book	M 88
RECORDED	8-4-92	at 10:40 AM	P. 130
REQUEST of	<i>Florence M Whisker</i>		
FEE	Florence M Whisker, Morgan Co. Recorder		
3/1/92	By <i>[Signature]</i>		

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS AFFECTING PROPERTY
OF
TRI-JENKINS ESTATES SUBDIVISION NO. 1,
MORGAN CITY, MORGAN COUNTY, STATE OF UTAH

This DECLARATION, made this 4th day of August, 1992, by
TRI-JENKINS ENTERPRISES LTD., a Utah limited Partnership,
hereinafter referred to as "DECLARANT":

W I T N E S S E T H:

WHEREAS, DECLARANT is the legal and beneficial owner of real property described in Article I of this Declaration and is desirous of subjecting said real property to the restrictions, covenants, reservations, and easements hereinafter set forth;

NOW THEREFORE, DECLARANT hereby declares that the property described in and referred to in Article I hereof is held and shall be held, sold, conveyed, leased, occupied, resided upon, hypothecated, and mortgaged subject to the following agreements, restrictions, conditions, and covenants between the said partnership and the several owners and purchasers of said property and their heirs, successors and assigns.

THEREFORE, all of said restrictions, conditions, covenants and agreements contained herein are made for the direct, mutual, and reciprocal benefit of each and every lot created within the property described in Article I hereof and are intended to create mutual and equitable servitudes upon each of said lots in favor of every other lot created on the aforesaid property and to create reciprocal rights and obligations between the respective owners of all of the lots so created and to create a privity of contract and estate between the grantor and the grantees of said lots, their heirs, successors and assigns, as to each said lot, and to operate as covenants running with the land for the benefit of all other lots, as follows:

ARTICLE I
PROPERTY DESCRIPTION

The real property referred to above and hereinafter is located in Morgan City, Morgan County, State of Utah, and is more particularly described as follows:

TRI-JENKINS ESTATES SUBDIVISION NO. 1

A tract of land situate in the Southeast Quarter of Section 36, Township 4 North, Range 2 East, Salt Lake Base and meridian, U.S. Survey, Town of Morgan, State of Utah being more particularly described as follows:

Commencing at the Southeast corner of said Section 36; thence North 00°18'00" West 1831.59 feet along the Section line to a point on the centerline of 100 South Street; thence North 86°05'00" West 220.72 feet along said centerline of 100 South Street; thence North 33.08 feet to a point on the Northerly line of said 100 South Street, the true point of beginning;

Thence North 86°05'00" West 1165.70 feet along said North line of 100 South Street; thence North 02°12'00" East 208.29 feet; thence South 86°05'00" East 1054.36 feet; thence South 13°50'00" East 56.47 feet; thence South 62°35'00" East 101.00 feet; thence South 114.69 feet to the point of beginning.

The above described tract of land contains 5.3922 acres. The basis of bearing is the centerline of said 100 South Street, called South 86°05'00" East.

No property other than that described above shall be deemed subject to this Declaration unless and until specifically made subject thereto. The DECLARANT may from time to time subject additional real property to the conditions, restrictions, covenants, and reservations herein set forth by appropriate reference thereto.

ARTICLE II
ARCHITECTURAL CONTROL COMMITTEE

1. **MEMBERSHIP** The initial Architectural Control Committee is composed of LARRY D. JENKINS, SHEROLYN H. JENKINS, and ROBERT WHITTIER. A majority of the Committee may designate a representative to act for it. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The Committee shall be composed of at least three (3) members at all times and may release and appoint new members to said Committee with majority approval.

2. **TERM** The initial Committee shall remain in existence until such time as all of the lots in said subdivision are built upon. Upon completion of said construction a successor Control

Committee, comprised of at least three (3) members, shall be elected by a majority of the owners of lots subject to this declaration. The successor Control Committee shall have the same powers and authority of the initial Architectural Control Committee, and the members thereof shall serve for such term or terms as said majority may determine.

3. **FUNCTIONS** The functions of said Committee shall be to pass upon, approve, or reject any plans or specifications for structures to be erected on lots in said tract, in order that all structures shall conform to the restrictions and general plans of the DECLARANT for the improvement and development of the whole tract. Nothing in this paragraph shall be construed as authorizing or empowering the Committee to change or waive any restriction(s) set forth in this Declaration, except as herein specifically provided. The Committee may act by any two (2), or a majority of its members if committee membership exceeds three (3), of its members; any authorization, approval, or power made by said Committee shall be in writing and signed by at least two (2) members.

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 proposed structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures and location with respect to topography and finish-grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line, as determined by the Architectural Control Committee or Morgan City ordinances.

4. **PROCEDURE** The Committee's approval or disapproval, as required in these covenants, shall be in writing. In the event the Committee or its designated representative, shall fail to approve or disapprove within thirty (30) days after 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 it shall be presumed that full compliance with the relevant covenant or covenants has been satisfied.

5. **ENFORCEMENT** Enforcement shall be effected by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either by restraining the violation or recovery damages. Either the Architectural Control Committee or any property owner affected by any violation of these covenants is hereby authorized and empowered to bring such action.

ARTICLE III
IMPROVEMENTS

1. TYPES OF STRUCTURES No lot or lots shall be used for other than single-family residence and agricultural purposes. There shall not exist on any lot at any time more than one residence. No outbuilding, barn, shed, guest house or structure for enclosing livestock shall be erected on any lot in the subdivision without approval in writing from the Committee. Every garage shall be constructed as an integral part of the residence it is intended to serve and shall be of sufficient size for at least two (2) vehicles. No attached carport shall be allowed without the approval of the Architectural Control Committee.

2. MINIMUM HOUSE SIZES No one story building shall be constructed on lots with a fully enclosed first floor area of less than thirteen hundred (1,300) square feet, exclusive of garage and open porches. No two (2) stories or higher building shall be constructed with a fully enclosed first floor area of less than one thousand (1,000) square feet. No one and one-half story building shall be constructed with a fully enclosed first floor areas of less than thirteen hundred (1,300) square feet, unless approved by the Architectural Control Committee.

3. LANDSCAPING All lots shall be landscaped as previously approved by the Architectural Control Committee and must be kept, maintained and developed in such a fashion as to enhance the esthetic value of the area and so as not to become a nuisance or otherwise detract from surrounding land owners. All trees, lawns, shrubs, fencing or any other permanent structures or planted material installed by the owner, shall be properly nurtured and maintained or replaced as necessary at the owner's expense. All lot area which abuts a public street must be landscaped and be clear of any unsightly material such as weeds, discarded building materials or other refuse and debris, within three hundred and sixty-five (365) days after the final inspection for occupancy done by the applicable City or County Inspector, and must be so maintained year round. All family dwellings are to be landscaped in front and side yards within two (2) years after construction of the dwelling begins.

4. BUILDING LOCATION All single family dwellings shall be located on the lot in such manner as to comply with appropriate zoning ordinances pertaining to the area and conform with the "setback" line established by Morgan City ordinances.

ARTICLE IV
ANIMAL ALLOWANCE

1. **ANIMALS** No permanent provision shall be made on any lot for the raising of poultry or animals or the housing of cows, horses or other livestock without written consent of the parties. In the event of the creation of odor, dust, noise or drainage from animal maintenance on any lot, the committee may determine such to be a nuisance or a hazzard to adjoining property uses and may direct the restriction or termination of even domestic animal maintenance on such lot.

ARTICLE V
RESTRICTIONS

The use, development, enjoyment, ownership, transfer, and hypothecation of all lots and land within the property described in Article I hereof shall be subject to the following restrictions:

1. **LOT USE** The principal use of each lot shall be for a private residence. No structure of any kind shall be erected, placed or altered on any lot until the construction plans and specifications hereof have been approved by the Architectural Control Committee as detailed above. Every building or structure shall be completed within a period of one (1) year from the date construction thereof shall start.

No trailer, camper, basement, tent, shack, garage, barn or other structure may be used temporarily or permanently as a residence on any lot.

2. **BUILDING EXTERIORS** Unless otherwise approved by the Architectural Control Committee, all building exteriors must be constructed with a minimum of forty percent (40%) brick or rock material.

3. **GARBAGE AND REFUSE DISPOSAL** No lot shall be used for or maintained as a dumping ground for rubbish, trash, vegetation clippings or other waste. Any containers or equipment commonly used for storage and disposal of such refuse shall be kept in a clean and sanitary condition. Each lot and it's abutting street shall be kept free of trash, weeds, and refuse by the property owner at the owner's expense. If in the opinion of the Architectural Control Committee, the property owner is maintaining, or otherwise allowing the property to become unsightly, or is maintaining objects of trash and rubbish or other materials which in the opinion of the Architectural Control

Committee are degrading the value of the surrounding property, then such materials shall be removed and kept out of the view of the general public.

4. AUDIO AND VISUAL. Without the written approval of the Committee, no audio or visual equipment, such as T.V., radio, or communication antennas, will be permitted to be on any structure if they are in public view. No satellite receiving dish will be allowed on any front or side yard. Any and all such equipment will only be permitted in back yard areas.

5. RECREATIONAL VEHICLES. No recreational vehicles, such as boats, mobile homes, snowmobiles, trailers and any kind of motorcycle, or any related equipment, shall be parked or stored on any front street to a lot, for more than forty-eight (48) hours in any seven (7) day period. All such vehicles and equipment as above described shall be stored only to the side or rear portion of each lot, unless stored inside a garage or related structure out of public view.

6. SIGNS. No sign of any kind shall be displayed for public view on any lot or structure except to advertise the property for sale, or by the builder during construction to advertise the construction site and identify the builder.

7. NUISANCES. No obnoxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood or surrounding neighbors. No clothes lines or drying yard shall be permitted unless concealed by fencing or hedges and approved by the Committee. No weeds, underbrush, or other unsightly growths shall be permitted to grow or remain upon the premises, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. No automobiles, trailers, or other vehicles are to be stored on the streets, or front, side or back of the lots unless they are in running condition, properly licensed, and are being regularly used. No oil or mining operations of any kind or sort will be allowed on or in any lot or structure. No related equipment will be allowed on or in any lot or street fronting a lot on a permanent basis. No lot or public street shall be used for storage of backhoes, trucks, caterpillars, or trailers used relative thereto, or any other equipment used in heavy excavation or construction.

In the event that any owner of any property in the subdivision shall fail or refuse to keep such premises in accord with the terms of this paragraph and specifically to keep such premises free from weeds, underbrush, or refuse piles or other unsightly growths or objects, then the Architectural Control

Committee or its designees may enter upon such lands and remove the nuisance at the expense of the owner and such entrance shall not be deemed a trespass and in the event of such removal a lien shall arise and be created in favor of the Architectural Control Committee and against such lot for the full amount chargeable to such lot and such amount shall be due and payable within thirty (30) days after the owner is billed therefor.

ARTICLE VI
GENERAL PROVISIONS

1. EASEMENTS Easements for installation and maintenance of utilities and drainage facilities are reserved, as shown on the recorded plats of the subdivision. No structure, planting or other material shall be placed or permitted to remain in such manner as to damage, or interfere with the installation and or maintenance of easements for utilities and drainage facilities.
2. BINDING EFFECT/TERM These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part. At any time prior to the end of the first thirty (30) year period, a majority of seventy-five percent (75%) of all lot owners may agree to alter, amend, abolish or otherwise change these restrictive covenants, by doing so in writing and filing the same with the Morgan County Recorder's Office.
3. RE-SUBDIVISION None of the said lots may be re-subdivided, unless approved in writing by the Architectural Control Committee and one half (1/2) of the lot owners.
4. SEVERABILITY It is expressly agreed that in the event any covenant, condition, or restriction herein before contained or any portion thereof is held invalid or void by a court of competent jurisdiction, such invalidity or voidance shall in no way effect any valid covenant, condition or restriction and such void or invalid portion shall be severed from this document and the remainder shall remain in full force and effect.
5. ACCEPTANCE OF RESTRICTIONS All purchasers of property described above, by acceptance of contracts or deeds for any lots or any portion thereof, which are included in this document, shall

be conclusively deemed to have consented and agreed to all restrictions, conditions, covenants and agreements set forth herein.

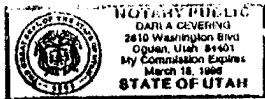
IN WITNESS WHEREOF, I have set my hand and seal this 3rd day of August, 1992.

Larry D. Jenkins
TJT-JENKINS ENTERPRISES LTD.
By Larry D. Jenkins

Sherilyn R. Jenkins
Sherilyn R. Jenkins
General Partners

STATE OF UTAH)
) ss.
COUNTY OF MORGAN)

On this 3rd day of August, 1992, personally appeared before me LARRY D. JENKINS and SHERILYN R. JENKINS, the signers of the within instrument, who duly acknowledged to me that they are the general partners of TJT-JENKINS ENTERPRISES LIMITED, a Utah limited partnership, and that they executed the foregoing Declaration of Protective Covenants on behalf of said limited partnership.



Dara Osberg
Notary Public
Residing at Cody, Utah