

Entry No.	113677	Book	M 32
RECORDED	6-5-71	11:21A	Page 400-101
Rockport Properties Inc.			
FEE: 3.00			
WINDY SPRINGS SUMMIT CO RECORDING			
Windy Springs			
JA			

DECLARATION OF RESTRICTIONS
OF LAKE ROCKPORT ESTATES UNIT I

KNOW ALL MEN BY THESE PRESENTS:

That Rockport Properties, Inc., a Utah corporation, being the owner of the following described premises situated within the State of Utah, County of Summitt, to-wit:

Lots 1 to 78 Lake Rockport Estates Unit I, according to the plat of record in the offices of the Summitt County Recorder filed under No. 113492

and desiring to establish the nature of the use and enjoyment thereof, does hereby declare said premises subject to the following express conditions and stipulations as to the use and enjoyment thereof; to-wit:

1. An association shall be formed among the property owners of Lake Rockport Estates Unit I, with the ownership of each lot entitling the owner thereof to one vote for each lot owned. It will be mandatory that each lot owner automatically become a member of the association.

The Management Committee of five property owners shall be elected to review all house plans, for its approval. No houses can be commenced without the Management Committee's approval. The committee on majority vote of lot owners will set up improvement districts for every service they deem necessary. Said Management Committee shall have all legal rights and privileges for aforesaid enforcement. In the event of one or more vacancies on said committee, the remaining committee members shall select property owners to fulfill unexpired terms.

The following are guide lines for the Management Committee: The association will further be responsible for liability insurance, local taxes, where applicable, and the maintenance of private streets and private access roads. All assessments levied by the association will be liens on the property.

A. All building exteriors must be completed within 12 months from commencement of construction.

B. The exterior walls, roof and exterior portions of all structures erected on any of the lots or building sites shall be constructed from material approved by Management Committee. No galvanized roofs shall be used for sheds or houses.

C. No shed, tent, or similar structure shall be used as a permanent residence.

D. No building or structure (other than fences, walls or hedges) shall be erected or permitted on any lots nearer than 40 feet from the front property line or nearer than 40 feet from the side property line. This provision shall not be applicable if terrain of lot does not allow.

E. No pit privy shall be erected, maintained or used upon any part of said property either temporarily or permanently; all sewage disposal shall be by water flush-type toilets connected to a disposal system as approved by the State of Utah Health Department.

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F. No rubbish, junk salvage or debris of any kind shall be placed or permitted to accumulate on any portion of such parcels as to render said parcels unsanitary, unsightly, offensive or detrimental to any parcel adjacent to it. Reasonable upkeep and landscaping shall be maintained on each occupied parcel of property. Failure to do so, forfeits said right to Management Committee to have lot cleaned at owners expense.

G. Each acre will be allowed maximum of two horses or one cow. No fowl except twelve hens and NO roosters. No hogs shall be kept on any property and none of the above shall be allowed unless premises are kept clean and sanitary.

H. No travel-type trailers will be allowed on lots as a permanent dwelling.

2. Lots in said subdivision shall be known and described as residential lots and shall be limited to one single family dwelling units per lot. No lot may be further subdivided into more parcels.

It is expressly understood and agreed that said Lake Rockport Estate Unit I has been platted and laid out as a choice and attractive residence district, and that these conditions, covenants and restrictions are made for the benefit of the lots herein described, and are to run with the land, shall inure to the benefit of and be binding on all parties claiming under them until May 1, 1981, at which time covenants and restrictions shall be automatically extended for successive periods of ten years, unless by a majority vote of the then individual property owners it is agreed to change the said covenants and restrictions in whole or in part.

Deeds of conveyance of said property, or any part thereof, may contain the above restrictions and covenants by reference to this document, but whether or not such reference is made in such deeds, or any thereof, each and all such restrictive covenants shall be valid and binding upon the respective covenants, or any one of the grantees.

Violation of any one or more of such covenants may be restrained by any court of competent jurisdiction, and damages awarded against such violator, provided, however, that a violation of these restrictive covenants, or any one of them, shall not affect the lien of any mortgages now of record, or which hereafter may be places of record, upon said lots or any part thereof.

Invalidation of any one of these covenants or restrictions by judgement or by court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

The names of the association members Management Committee shall be kept of record with the minutes of the Committee and until such time as the Committee is officially formed the Corporation shall not use the Committee.

ROCKPORT PROPERTIES, INC.

BY: Jay C. McGregor
Jay C. McGregor, President

Attested: E. Keith Howick
E. Keith Howick, Secretary

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