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Bk. 6X Page 2-11 ESTHER SOMERVILLE, Recorder Grand Co., Utah
Deputy A.S.
Page 670 Abs. Book 9A Pg. 1 Hecla Sub. Sec. 7 T26SR22E line 2

DECLARATIONS OF RESTRICTIONS AND LIMITATIONS
AND COVENANTS OF HECLA SUBDIVISION

WHEREAS, the Hecla Mining Company, Corporation, organized under the laws of the State of Washington, and duly qualified to do business in the State of Utah, is the owner of the following described property situated in Grand County, State of Utah, to-wit:

Beginning at a point which is South 78°22'06" West 2653.85 feet from the Northeast corner of Section 7, Township 26 South, Range 22 East, thence South 132 feet; thence South 15°0' West 193 feet; thence South 84°0' West 735 feet; thence North 191 feet; thence North 51°0' East 43 feet; thence North 12°30' West 110 feet; thence South 65°30' West 5 feet; thence North 24°30' West 175 feet; thence North 66°0' East 319 feet; thence South 68°42'19" East 597.83 feet to place of beginning.

AND WHEREAS, said property has been platted into blocks, lots, and streets under a plat designated as Hecla Subdivision, Grand County, State of Utah. Said plat having been approved by the Board of County Commissioners of Grand County, and duly filed in the office of the County Recorder of Grand County, State of Utah, on the 27th day of July, A.D. 1955, as Entry No. 268913, Plat Book 1, pages 29 and 30.

WHEREAS, it was at the time of filing of said plat the intention of the Hecla Mining Company, owner of said Hecla Subdivision in Grand County, State of Utah, that certain protective and restrictive limitations pertaining to the use and operation of the respective lots or parcels of land by the purchasers thereof, should be established, fixed and attached and become appurtenant to each of said lots or parcels of land located in said Subdivision, and more particularly hereinabove described, and,

WHEREAS, it was not practical to set forth such protective and restrictive limitations in the dedication made by the owner in the plat approved by the Board of County Commissioners of Grand County, and filed in the office of the County Recorder of Grand County, State of Utah.

NOW THEREFORE, it is hereby determined, fixed, and declared that the following protective and restrictive limitations are binding on, appurtenant to, and run with each and every lot or parcel of land in said Subdivision hereinabove described, and each restriction, limitation, and covenant shall be binding on all parties and all persons claiming under and as grantees of the said Hecla Mining Company, a Washington Corporation, qualified to do business in the State of Utah, to-wit: I.

All parties, persons, or inhabitants of the said Hecla Subdivision shall immediately, upon renting, purchasing, or inhabiting a plot or parcel of said Subdivision associate together and agree with each other person or inhabitant of said Subdivision, as follows:

1. Said association shall be known as HECLA SUBDIVISION COOPERATIVE ASSOCIATION.

2. Said association shall be governed by a Board of Five Trustees who shall be selected by a majority vote of the members of said association, and who shall hold office for one year from and after their election; provided, however, that the trustees who shall serve for the first year, that is to say until the first annual election hereinafter provided for, shall be the following named persons.

John F. Welsh Harry Austin
Charles A. Keating, Sr. William Couture
 William L. Prescott

3. The trustees above named shall as soon as convenient meet, and select one of their number as Chairman of said Board, and one of their number as secretary-treasurer thereof. Each succeeding Board of Trustees shall do likewise immediately following each annual election of trustees. It shall be the duty of the chairman to preside over all meetings of the Board and over all meetings of the members of the association, to counter-sign all checks which shall be drawn by the treasurer upon the funds of the association, to sign all certificates of membership which shall be issued to members of the association, and to perform such other duties as may from time to time be assigned to him by the Board of Trustees or by the members of the association. It shall be the duty of the secretary-treasurer to attend all meetings of the Board of Trustees and all meetings of the members of the association and to keep an accurate and complete record thereof. It shall also be his duty to deposit in such bank as may be designated by the Board of Trustees any and all monies belonging to the association, and he shall withdraw no monies from said bank account except upon authorization by the Board of Trustees and by checks signed by himself and counter-signed by the chairman of said Board, and he shall keep accurate and complete books of account in which there shall be recorded a true statement of all of his receipts and disbursements. It shall also be the duty of the secretary-treasurer to sign all certificates of membership which shall be issued to members of the association and to perform such other duties as may from time to time be assigned to him by the

Board of Trustees or by the members of the association. The secretary-treasurer shall receive such remuneration for his services as shall be fixed from time to time by the Board of Trustees.

4. On the first Tuesday in May of each year, commencing with the year 1959, the members of the association shall meet at such time and at such place within said Hecla Subdivision as may be fixed by the Board of Trustees and shall then and there by a majority vote of the members who shall be in attendance at such meeting elect the members of said Board of Trustees who shall serve for the ensuing year or until their successors shall be duly elected. No person shall serve as a member of said Board unless he is a member of said association, and no person shall be a member of said association who is not an inhabitant of said Hecla Subdivision. Each family residing within said Hecla Subdivision shall be entitled to one membership in said association. At any and all meetings of the members of the association each member shall be entitled to one vote.

5. Vacancies on said Board of Trustees shall be filled by a majority vote of the remaining members of the Board.

6. Special meetings of the Board of Trustees, as well as special meetings of the members of the association, may be called at any time by the chairman of the Board. Notice of any and all meetings of the members of the association shall be given by the secretary in writing to each and every member of the association at least three days prior to the meeting date. Such notice or notices shall state the time, when, and place where the meeting is to be held, and shall briefly state the purpose or purposes of the meeting.

7. In order to provide the association with initial working capital each member of the association shall contribute the sum of Twenty Dollars (\$20.00), payment thereof to be made to the secretary-treasurer, and thereupon each member shall be entitled to receive a certificate of membership. Thereafter, each member of the association shall pay to the secretary-treasurer a service charge of One Dollar (\$1.00) per month.

8. Certificates of membership in said association shall be assignable, but only to persons who are now or who may hereafter become inhabitants of said Hecla Subdivision.

9. It is the intent of this agreement that the business and affairs of said community be conducted by said Board of Trustees as nearly as possible in the manner in which they would be conducted if said community were an incorporated municipality. It is intended and agreed that said Board of Trustees shall, among other things:

(a) Have authority to manage and supervise the distribution of water to the inhabitants of said Hecla Subdivision, and to employ, at the expense of the association, such workmen as in the judgment of said Board of Trustees it may be necessary to employ from time to time in order to keep in proper repair the well or wells from which the water supply for said Hecla Subdivision is obtained, and to keep in proper repair and in operation the pumping facilities now installed or hereafter to be installed in and at such well or wells, and to make such rules and regulations as in the judgment of said Board of Trustees may be necessary governing the use of water by the members of this association.

(b) Have authority to adopt rules and regulations governing garbage disposal and governing sanitary conditions in general.

(c) Have authority to cause to be installed such street lights as in the judgment of said Board of Trustees may be necessary for the safety and convenience of the inhabitants of said Hecla Subdivision.

(d) Have authority to make such street repairs as in the judgment of said Board of Trustees may be necessary or desirable from time to time.

(e) Have authority to provide for snow removal from the streets in said Hecla Subdivision.

(f) Have authority to supervise any and all connections which may hereafter be made with the water distribution system in said Hecla Subdivision, and to charge and collect for each new connection a service fee in such amount, not exceeding the sum of \$150.00, as in the judgment of said Board of Trustees will be reasonable, and to require each and every person who shall hereafter make a new connection with said water distribution system to join this association if he shall not already be a member.

(g) Have authority to purchase and install such fire hydrants as in the judgment of said Board of Trustees may be necessary for proper fire protection.

(h) Have authority to pro-rate among the members of this association and to collect from them any and all expenses which shall be incurred by said Board of Trustees in the exercise of the authority vested in said Board under the terms and provisions of this agreement; provided, however, that no major or unusual project shall be undertaken by said

Board of Trustees without prior authorization by a majority vote of the members of this association.

(i) Have authority to initiate and enforce such other regulations and restrictions as are deemed necessary, except that such rules and restrictions shall be subject to a majority vote of association members.

II.

Said premises shall not be used except for residential purposes and no structure shall be erected, placed or permitted on any of the above described lots or parcels of land other than one detached single family dwelling not to exceed one and one-half (1 1/2) stories in height and a private garage for not more than two cars.

III.

No dwelling house or attached garage shall be constructed or placed closer than twenty (20) feet nor more than fifty (50) feet from the front line of the lot and no dwelling house shall be placed or constructed closer than five (5) feet to the sideline of the lot on which the same shall be placed or constructed. If a garage shall be constructed, detached from the dwelling house, such garage must be placed on the lot in the rear of the dwelling house.

IV.

The ground floor area of the main structure of the dwelling, exclusive of open porches and garages, shall be not less than 750 square feet. Every dwelling shall be completed within six (6) months after erection thereof shall be started.

V.

Not more than one (1) dwelling house shall be constructed on any

one lot, PROVIDED, HOWEVER, that in the case of three adjoining lots the center lot may be so subdivided that two (2) dwelling houses may be constructed upon the three lots.

VI.

No domestic fowl and/or livestock of any kind shall be kept or permitted to be kept on said premises.

VII.

No sidewalks shall be constructed except within the boundaries of the lot or lots covered hereby and if any such sidewalks shall be constructed they shall be constructed of concrete and shall be of a width of four (4) feet.

VIII.

Until such time as an adequate sewer system is available, all sewage must be disposed of by means of a septic tank, built to standard specifications approved by local and state health authorities.

IX.

The foregoing restrictions, conditions, and covenants shall be binding upon all parties and persons as well as upon the purchasers of all lots or parcels within the said Hecla Subdivision, and upon their successors in interest until the 30th day of June 1966, and shall be considered as covenants running with the land. After the 30th day of June 1966, said conditions, restrictions, and covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of all lots in said Hecla Subdivision shall have been recorded, agreeing to a change in said conditions, restrictions, and covenants, in whole or in part.

X.

The deed of conveyance covering any of said lots or parcels of land hereinbefore described shall contain a clause referring to this instrument and making the provisions of this instrument a part of the conveyance by reference.

XI.

If any grantee or grantees or their agents, their heirs, or assigns shall violate or attempt to violate any of the restrictions, limitations, or covenants herein contained, it shall be lawful for any other person or persons owning any real property situated in said Subdivision, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of the provisions of this instrument, and either prevent him or them so doing or to recover damages for such violation.

XII.

Invalidation of any one of the provisions of this instrument by any judgment or Court order shall in no wise effect any of the other provisions, and such provisions shall remain in full force and effect.

XIII.

The provisions of this instrument or declaration shall be just as effective and binding upon the purchasers of any of the lots or parcels of land hereinabove described as if the provisions hereof were a part of the plat of said Hecla Subdivision submitted and approved by the Board of County Commissioners of Grand County, State of Utah, and filed in the office of the County Recorder of Grand County, State of Utah, on the 27th day of July, 1955, as Entry No. 268913, Plat Book 1, pages 29 and 30.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this 29 day of April, A.D. 1959.

HECLA MINING COMPANY

By L. J. Randall



John R. Matthews

STATE OF IDAHO)
: ss
County of Shoshone)

On this 29th day of April, A.D. 1959, before me, the undersigned, a Notary Public for the State of Idaho, personally appeared L. J. Randall and John R. Matthews, known to me to be the President and Secretary, respectively of Hecla Mining Company, the corporation that executed the within instrument and severally acknowledged to me that said corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed



my notarial seal the day and year in this certificate above written.

R. G. Hubbs
Notary Public for the State of Idaho
Residing in:

Wallace, Idaho

My Commission Expires:

3-1-62