

**PROTECTIVE COVENANTS  
TRAILS WEST SUBDIVISION  
IRON COUNTY, UTAH**

THESE PROTECTIVE COVENANTS are made and executed on this 15<sup>th</sup> day of August, 1997, by Joe Burgess, owner ("Developer") of the following property:

Beginning at a point on the South line of Midvalley Road, a 66.00 foot wide right of way, said point beginning South 89°56'11" West 1683.78 feet along the section line and South 0°02'40" East 33.00 feet from the Northeast corner of Section 13, Township 35 South, Range 11 West, Salt Lake Base & Meridian and running thence South 89°56'11" West 410.30 feet along the South line of Midvalley Road; thence South 0°02'40" East 1168.36 feet; thence North 89°57'20" East 232.77 feet to a 300.00 foot radius curve to the left; thence Northeasterly 98.65 feet along the arc of said curve to a 250.00 foot radius reverse curve to the right; thence Northeasterly 82.12 feet along the arc of said curve to a point on the West Boundary of Western Homestead Subdivision; thence North 0°02'40" West 1139.03 feet along said boundary line to the point of beginning. Containing 10.948 acres.

Including Trails West Subdivision Phase 1, Lots 1-21.

(the "Property").

The Property herein described shall be hereafter held, sold, conveyed and occupied subject to the restrictions, covenants and conditions hereinafter set forth, which shall be covenants running with the land in perpetuity and which shall be binding between the Developer and the several owners and purchasers, and between and among the several owners and purchasers themselves, and the heirs, successors and assigns of each.

The owners do certify and declare that it is their intent to establish a general plan with the idea of establishing some rules, restrictions and covenants upon the Property for purchasers of the said lots hereinafter described. These Protective Covenants shall apply to all parts of said Property. These Protective Covenants shall apply to all of the lots in the Trails West Subdivision Phase 1 Lots No. 1-21 located in Enoch, Utah.

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DIXIE B MATHESON - IRON COUNTY RECORDER  
1997 AUG 15 11:09 AM FEE \$42.00 BY PTC  
REQUEST: JOE BURGESS

1. **Dwelling Size and Type.** All homes shall be single family dwellings of not less than 950 square feet above ground, not including garage or porches. No building shall be higher than two stories. Garages or carports shall not exceed three car. There shall be no timesharing, no boarding houses, and no multiple family dwellings.

2. **Architectural Control and Construction.** Plans must be approved prior to beginning of construction by the Architectural Control Committee. Any outbuildings or fences erected must receive approval from the Architectural Control Committee. Pitch of roof shall be no less than four and twelve pitch. No modular or mobile homes are allowed. Home must be completed within one year of start date. The Architectural Control Committee shall be made up of Developer (Joe Burgess) and two other members appointed by Developer, until 75% of the lots (including additional lots in subsequent phases) are sold. At such time, the Committee will be turned over to the homeowners.

3. **Landscaping.** Landscaping in the front yard shall be completed within two years from final construction of home.

4. **Easements and Set Backs.** Easements affecting all lots are reserved as shown on the recorded plat for utility installation, maintenance and drainage. Set backs are no less than ten feet on either side to lot line. Frontage of home to be at least 25 feet from front of property line. On corner lots, side easement is 25 feet from property line next to roads.

5. **Nuisances.** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done which may be or may become an annoyance or nuisance to the neighborhood. This shall include but is not limited to excessive noise, lights, odor or debris.

Also, no storage of articles or materials, equipment or vehicles of any nature shall be permitted, either on lots or on streets, unless regularly used.

6. **Pets.** Pets, livestock and fowl which are generally associated with estate type living and which are kept only for family use and or food production and not for any commercial purpose are permitted on all lots except that milk and swine are not permitted on any lot either temporarily or permanently. Any animals and fowl are to be maintained adequately and in a healthy manner. All animals must be adequately restrained to prevent marauding nuisance or damage to other property. All animal waste shall be regularly removed so that there is no offending odor. Noisy animals which annoy neighbors are not allowed.

7. **Annexation of Additional Land.** Developer may expand the Property subject to these Protective Covenants by the annexation of some or all of the additional land described in Exhibit A. The annexation of such land shall become effective upon the recordation in the office of the County Recorder of Iron County, Utah, of a Supplementary Declaration which (i) describes the land to be annexed, (ii) declares that the annexed land is to be held, sold, conveyed, encumbered, leased, occupied and improved as part of the Property subject to these Protective Covenants, (iii) sets forth such additional limitations, restrictions, covenants, and conditions as are applicable to the annexed land, and (iv) is signed by the Developer or his successors and assigns. When such annexation becomes effective, the annexed land shall become part of the Property. Such annexation may be accomplished in one or more annexations without limitation as to size or location within the Additional Land.

The annexation authorized under the foregoing section shall be made by filing of record a Supplementary Declaration or similar instrument, with respect to the additional property which shall extend the plan of these Protective Covenants to such property.

Such Supplementary Declaration contemplated above may contain such complementary additions and modifications of the covenants, conditions and restrictions contained herein as may be necessary to reflect the different character, if any, of the added property and as are not inconsistent with the plan of these Protective Covenants.

The recordation of such Supplementary Declaration shall constitute and effectuate the annexation of the said real property described therein, making said real property subject to these Protective Covenants. In the event additional land is added, the definitions used in these Protective Covenants shall automatically be expanded to encompass and refer to the Property as so expanded. E.g., "Property" shall mean the real property described herein plus any additional real property added by a Supplementary Declaration or by Supplementary Declarations.

**8. Declarant's Right to Amend.** Until all portions of the additional land are included in this development, or until the right to enlarge this development through the addition of tracts or subdivisions terminates, whichever event first occurs, Developer shall have, and is hereby vested with, the right to unilaterally amend these Protective Covenants as may be reasonably necessary or desirable: (i) to more accurately express the intent of any provisions of these Protective Covenants in the light of then existing circumstances or information; (ii) to better insure, in light of the existing circumstances or information, workability of the arrangement which is contemplated by these Protective Covenants; or (iii) to facilitate the practical, technical,

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administrative or functional integration of any additional tract or subdivision into the development.

9. **Enforcement.** The provisions of this document shall be enforceable by any or all property owners within the subdivision and by the homeowners association through any proceeding, at law or in equity, against any person or persons violating or threatening to violate such restrictions and to recover any damages suffered by them from any violation thereof. In the event any enforcement action is necessary, the person or persons seeking enforcement shall be entitled to enjoin the violation of these covenants, and to recover any and all damages of any kind suffered by them because of the violation. In addition, the prevailing party in any action to enforce these Protective Covenants shall be entitled to recover from the party in violation all costs, reasonable attorney's fees and expenses incurred in the enforcement action.

10. **Amendment.** These Protective Covenants may be amended by the affirmative vote and approval of 75% or more of the lot owners within the subdivision. The amendment may be accomplished by the recording of a document setting forth the amendment and signed by the owners of 75% or more of the lots within the subdivision. Following amendment, each and every lot owner, whether signing the document or not, shall be bound by the amendment, and the amendment shall be fully enforceable as if included as a part hereof from inception.

#### 11. Miscellaneous.

A. There shall be no illegal activities conducted on the Property at any time.  
B. No sign or billboard of any kind shall be displayed to public view on any portion of the property except only one sign not to exceed nine square feet advertising the

Property for sale or rent. Provided, however, that the Developer or his successors or assigns may advertise the Property for sale during the construction and sales.

C. There shall be no partial division of any lot within the Property.

D. The failure of the owners association or any lot owner to enforce any provision of these restrictive covenants shall not constitute a waiver of their right to enforce said covenants either as to the party in violation or as to others subsequently in violation.

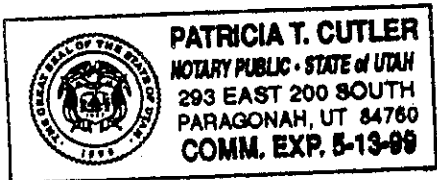
E. No structure of a temporary character, including trailers, tents, barns, shacks or other outbuildings shall be constructed on any lot at any time as a residence, either temporarily or permanently. Provided, however, that a lot owner may live in a trailer during construction of a permanent home only, which shall not exceed one year from the date of first occupancy.

EXECUTED the day and year first above written.

Joe Burgess  
JOE BURGESS

STATE OF UTAH            )  
                                  : ss.  
COUNTY OF IRON        )

On the 15<sup>TH</sup> day of August, 1997, personally appeared before me Joe Burgess, the signer of the above instrument, who duly acknowledged to me that he executed the same.



Patricia T. Cutler  
Notary Public

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EXHIBIT A

Beginning at the Northwest Corner of Western Homestead Subdivision at a point on the South line of Midvalley Road, a 66 foot wide right-of-way, said point being South 89°56'11" West 1683.78 feet along the Section Line and South 0°02'40" East 33.00 feet from the Northeast Corner of Section 13, Township 35 South, Range 11 West, Salt Lake Base and Meridian; and running thence South 0°02'40" East 2619.18 feet along the west line of Western Homestead Subdivision and the extension thereof to a point on the 1/4 Section line; thence South 89°52'24" West 998.10 feet along the 1/4 Section line to the center of said Section 13; thence North 0°07'24" West 1326.635 feet along the North side 1/4 Section line to a 1/16 Corner; thence South 89°54'17" West 1312.37 feet along the 1/16 line, thence North 0°00'40" West 1094.36 feet; thence North 89°56'11" East 1310.22 feet to a point on the 1/4 Section line; thence North 0°07'24" West 200.00 feet to a point on the South line of Midvalley Road; thence North 89°56'11" East 1001.71 feet to the point of beginning.

Containing 93.068 acres.