

RESTRICTIONS, LIMITATIONS, CONDITIONS AND COVENANTS

FOR PETTIT RANCHETTES PRUD

^{AKA}
^{Randy A. Pettit}
Randy Arthur Pettit, ^{AKA -}
^{Tyler M. Pettit}
Karen T. Pettit, Tyler Marshall Pettit, and Jackie Pettit, owners of the described real property located near the town of Porterville, County of Morgan, State of Utah, the same being the real property, a planned residential unit development described as per attachment A, hereby makes the following declarations, as to limitations, restrictions and uses to which the lots of tracts constituting such subdivision may be put, and hereby specifies that such declaration shall constitute covenants to run with all of the land, as provided by law, and shall be binding on all parties and all persons claiming under them, and for the benefit of and limitations on all future owners in such subdivision, this declaration of restrictions being designated for the purpose of keeping the subdivision desirable, uniform, and suitable in architectural design and use as specified herein, to-wit:

1. No lot shall be used except for single-family residential purposes. No buildings shall be erected, altered, placed, or permitted to remain on any lot other than one single-family dwelling and those approved by the Homeowners Association Board of Directors (The Committee).
2. No portion of any building may be used as rental, lease or temporary residences except, however, the immediate family, ancestors, descendants and siblings of the property owner shall not be precluded from being a tenant of or temporarily residing in the residence of the owner unless approved by the Committee.
3. No building shall be erected, placed or altered on any lot until an architectural and site review of the construction plans, specifications and plat plan showing the location of the structure, have been approved by the Committee in writing, as to quality of workmanship and materials, harmony of external design with existing structures, and as to the location with respect to topography and finish grade elevations.
4. The Committee reserves to itself, its successors or assigns, all oil, gas, coal and other mineral rights within the said subdivision as is permissible by law.
5. The ground floor area of the main structure, exclusive of open porches and garages, shall not be less than 1,600 square feet for a one story dwelling, nor less than 1,200 square feet for a multi-level dwelling. All dwelling structures shall include an attached, enclosed garage - unless approved otherwise by the Committee.
6. Easements for installation and maintenance of utilities and drainage facilities are reserved as necessary as may be recorded. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easement, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

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7. No noxious or offensive activity shall be allowed on any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
8. No structure of temporary character, trailer, basement, tent or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanent unless expressly approved by the committee.
9. No sign of any kind shall be displayed to the public view on any lot, except the subdivision entry signs, one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, and sign used by a builder to advertise the property during construction and sales period may be displayed to such public view, so long as such signs comply with the County and City code.
10. No oil drilling, oil development, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot without express permission of the Committee. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot without express permission of the Committee.
11. Animals, livestock or poultry of any kind may be raised, bred or kept, provided that they are kept, bred or maintained in such a manner that it is not in violation of county or city codes.
12. No lot shall be used or maintained as a dumping ground for rubbish, Trash, garbage or other waste shall not be kept, except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No incinerators shall be permitted on any lot.
13. All common ground will be maintained jointly by all lot owners, or its successors or assigns.
14. All common ground shall be accessible for normal use and enjoyment by all lot owners. Common ground designated on the recorded plat shall be permanent and not just for a period of years.
15. The association is responsible for payment of and maintenance for: liability insurance, general property tax, and maintenance of any recreational or other facilities.
16. Only items approved by the committee may be placed either temporarily or permanently on common ground.
17. Membership of into the homeowners association is required. Any person(s) purchasing land under the Pettit Ranchettes PRUD must be a member of and comply with association rules.
18. **ASSESSMENT**

1. Annual assessment will be levied and due on January 1 of each year beginning January 1, 2001, and the same shall be due and payable on the date of the buyer's closing of his purchase of a lot, pro-rated from the date of closing to December 31. Assessments will be due and owing to the homeowners' association, and unpaid assessments will draw interest from the date it is first overdue at the highest legal rate permitted under the laws of the State of Utah.

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various costs and expenses of the Committee, including but not limited to fees, insurance, salaries, equipment, rentals, and supplies. Said costs and expenses need not relate to grounds and/or improvements, and may be incurred for any legitimate purpose for which the Committee was created. Examples of expenses to be paid out of said assessment are as follows: e.g. maintenance of all common grounds including the grounds, insurance, and taxes for the common grounds, and trash pick-up, etc.

3. Any assessment levied by the association may become a lien on the real property of any lot owner which may be foreclosed and the property sold as on sales under execution.

19. In the event that any restriction, limitation or covenant contained herein, or any portion thereof, is determined to be invalid or void, such invalidity or voidness shall in no way effect any other restriction, limitation or covenant, or part thereof.

20 27. The restrictions, limitations and covenants created and established herein are for the benefit of the Pettit Ranchettes PRUD. No such wavier, termination, or modification shall be effective until the proper instrument in writing shall be executed and recorded in the Office of the Recorder of Deeds for the County of Morgan, State of Utah.

21 28. The restrictions, limitations and covenants created and established herein for the benefit of Pettit Ranchettes PRUD do not in any way relieve the lot owner from the restrictions and requirements hereunder. Therefore, although a lot owner has attained permission from the Committee, its successors and assigns, the lot owner should then contact the proper City official for confirmation of compliance with the township of Porterville, Utah Municipal Codes.

M. Pettit
 IN WITNESS WHEREOF, ^{Randy AKA Pettit} RANDY ARTHUR PETTIT, ^{AKA Tyler} KAREN T. PETTIT; TYLER MARSHALL PETTIT, JACKIE PETTIT have caused these restrictions, limitations and covenants to be signed as the owners, attested by notary public.

Owners:

Randy Arthur Pettit 4/25/00
 Randy Arthur Pettit Date
 AKA Randy A. Pettit

Tyler Marshall Pettit 4/25/00
 Tyler Marshall Pettit Date
 AKA Tyler Marshall Pettit

Karen T. Pettit 4/25/00
 Karen T. Pettit Date

Jackie Pettit 4/25/00
 Jackie Pettit Date

State of Utah)
 County of Davis) SS

Subscribed and sworn to before me on this 25th day of April, 2000

Margy L. Lomax

My commission expires

4/22/2003
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Attachment A - Boundary Description

89°15'42" W

SECTION 36 BOUNDARY DESCRIPTION

1480.50'

A TRACT OF LAND SITUATE IN THE SOUTHWEST QUARTER OF SECTION 25, AND THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 3 NORTH RANGE 2 EAST, SALT LAKE BASIN AND MICHIGAN, MORGAN COUNTY, UTAH BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 36 (SAID POINT BEING SOUTH 88°27'30" WEST 2,943.77 FEET OF THE NORTHEAST CORNER OF SECTION 36) THE TRUE POINT OF BEGINNING:

- THENCE SOUTH 00°00'00" WEST 10.08 FEET TO THE NORTH LINE OF WOODS CREEK ROAD;
- THENCE SOUTH 57°48'47" WEST 57.73 FEET ALONG SAID NORTH LINE;
- THENCE SOUTHWESTERLY 99.77 FEET ALONG SAID NORTH LINE (IN WOODS CREEK ROAD, CURVE TO THE RIGHT HAVING A RADIUS OF 802.90' AN INCLUDED ANGLE OF 9°28'54" AND A LONG CHORD BEARING SOUTH 57°31'14" WEST 99.86 FEET);
- THENCE SOUTH 87°15'41" WEST 48.13 FEET ALONG THE NORTH LINE OF SAID ROAD, A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00', AN INCLUDED ANGLE OF 8°58'32" AND A LONG CHORD BEARING NORTH 78°45'03" WEST 27.95 FEET;
- THENCE NORTHWESTERLY 29.86 FEET ALONG THE NORTH LINE OF WOODS CREEK ROAD, A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00', AN INCLUDED ANGLE OF 1°35'11"00" AND A LONG CHORD BEARING SOUTH 87°38'39" WEST 101.69 FEET;
- THENCE NORTH 00°03'05" EAST 134.03 FEET TO A REBAR/CAP AND THE SOUTH LINE OF SECTION 25;
- THENCE SOUTH 89°15'42" WEST 1480.50 FEET ALONG SAID SOUTH LINE TO A REBAR/CAP;
- THENCE SOUTH 49°35'08" WEST 367.86 FEET TO A REBAR/CAP;
- THENCE SOUTH 74°20'31" WEST 653.77 FEET TO AN EXISTING FENCE LINE AND THE WEST LINE OF SECTION 36, A REBAR/CAP;
- THENCE NORTH 00°18'36" WEST 400.00 FEET ALONG SAID FENCE/SECTION LINE TO THE SOUTHWEST CORNER OF SAID SECTION 25;
- THENCE NORTH 00°09'25" WEST 759.22 FEET ALONG SAID FENCE/SECTION LINE TO A THREE WAY FENCE CORNER (REBAR);
- THENCE NORTH 99°25'30" EAST 850.35 FEET ALONG A FENCE LINE TO A REBAR/CAP;
- THENCE SOUTH 89°37'05" EAST 323.79 FEET ALONG A FENCE LINE TO A REBAR/CAP;
- THENCE NORTH 89°30'34" EAST 1258.26 FEET ALONG A FENCE LINE TO A REBAR/CAP;
- THENCE NORTH 89°54'47" EAST 459.05 FEET ALONG A FENCE LINE TO A REBAR/CAP;
- THENCE SOUTH 00°01'37" EAST 628.01 FEET ALONG A FENCE LINE TO A REBAR/CAP;
- THENCE SOUTH 00°03'05" WEST 112.38 FEET ALONG A FENCE LINE TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 52.72 ACRES, 2 LOTS AND COMMON AREA.
THE BASIS OF BEARING IS THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 36, CALLED NORTH 00°07'22" WEST.

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