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DATE 7-NOV-1996 14:16PM FEE 36.00
OF CAROLYNE B. MADSEN, RECORDER
FILED BY CLS
FOR LAMONT W. MOON

DECLARATORY STATEMENT OF COVENANT, CONDITIONS, AND RESTRICTIONS
FOR LAMONT W. MOON
SOUTHERN COUNTY CORPORATION

WARM SPRINGS RETREAT HOMEOWNERS ASSOCIATION, INC.

This DECLARATORY STATEMENT OF COVENANT, CONDITIONS, AND RESTRICTIONS ("Declaration") is made this 17 day of November, 1996 by J. WILLIS MOON and PEARL F. MOON and LAMONT W. MOON and GAY G. MOON (Declarants") as follows:

ARTICLE I

RECITALS

1.01 The Property. Declarants are the Owners of the approximately 97.38 acre parcel of real property in Duchesne County, Utah, as described on attached Exhibit. ("the Property")

2.02 General Plan. To establish a general plan for the improvement and development of the property as recreation and homestead subdivision, Declarants' hereby subject the Property to the conditions, covenants, and restrictions set out below, upon the subject to which all of the Property shall be hereafter owned, leased, hypothecated, and used.

ARTICLE II

GENERAL PROVISIONS

2.01 Establishment of Restrictions. Declarants, Owners of the Property, by recording this Declaration simultaneously herein with a Plat Map ("Map"), herein by this reference, hereby declare that the Property is now held, and shall hereafter be owned, leased, hypothecated and used subject to the restrictions set forth in the Declaration each and all of which is and are for, and shall inure to the benefit of, and pass with and be enforceable as Owners of each and every portion of the Property, and shall apply to and bind the heirs, assignees, and successors in interest of any Owner of each and every portion of the Property.

2.02 Purpose of Restrictions. The purpose of these restrictions is to insure proper development and use of the Property as a community in accordance with a general plan and to provide for the sharing of certain costs associated with the Property and its improvements and maintenance. These covenants, conditions, and restrictions are designed and intended to provide every future Owner with a community consistent with the beauty of its natural surroundings.

2.03 Definitions. As used in this Declaration the following terms shall have the following meanings:

(a) Association. "Association" shall mean Warm Springs Retreat Homeowners Association, Inc., a Utah non-profit corporation.

(b) Committee. "Committee" shall mean the committee described in Article 6 below.

(c) Declarants. "Declarants" shall mean the undersigned, J. Willis Moon, Pearl F. Moon and Lamont Moon and Gay G. Moon.

(d) Improvements. "Improvements" whether or not such term is capitalized shall mean and include buildings, out-buildings, parking areas, loading areas, fences, walls, landscaping, poles, signs and any structures of any type of kind.

(e) Map. The Plat Map recorded with the Duchesne County Records Office.

(f) Owner. "Owner" shall mean the Declarants, for Sites held for sale or resale, purchasers of the fee interest, the equitable title in a Site when purchasing under a sales contract to acquire the fee interest, or the Owner of a leasehold interest. The responsibilities of each Owner of a Site shall be joint and several. Ownership will be deemed to have vested upon delivery of a duly executed deed or contract or lease to the grantee or vendee or lessee, as the case may be. The legal title retained by a lessor or by a vendor selling under a contract that is essentially a security device, shall not qualify the lessor or vendor to exercise any rights of an Owner; however, any lessor shall be jointly and severally responsible for compliance by the lessee with all applicable rules, regulations, and bylaws established by the Association and all covenants, conditions, and restrictions under this Declaration. Foreclosure of a contract or repossession for any reason of a lot sold under contract or leased under a lease shall terminate the vendee's or lessee's rights relating to ownership, whereupon all rights relating to ownership shall revert in the vendor or lessor.

(g) "Site" shall mean all land within the Lot (Site) as detailed on the record plat map.

ARTICLE III**REGULATION OF IMPROVEMENTS AND USE OF PROPERTY**

3.01 Local Requirements. Nothing herein shall supersede the present or future requirements and ordinances of any city, county, or local jurisdiction. All of such requirements and ordinances shall be in addition to the requirements of these conditions, and restrictions, and it shall be the responsibility of each Owner to conform to them.

3.02 Prior to Construction. Prior to construction, the Owner of any Site shall maintain the Site in a neat and orderly condition.

3.03 Completion of Construction. After commencement of construction of any structure, the Owner with respect to a Site, or the Association with respect to common areas and facilities, shall diligently prosecute the work thereon, to the end that the structure shall not remain in a partly finished condition any longer than reasonably necessary for completion thereof.

3.04 Excavation. No excavation shall be made except as reasonably necessary in connection with construction of an improvement and upon completion thereof. Exposed openings shall be backfilled and disturbed ground shall be graded.

3.05 Landscaping. Landscaping shall be installed within sixty (60) days, weather permitting, after the completion of the first building on the Site. All areas in a Site not used for structures, parking, storage, and driveways, shall be maintained with natural vegetation native to the area in which the Property is located.

3.06 Signs. No billboard or advertising sign shall be permitted. Reasonably small name signs designating the Owner of a Site or the name of the Site. Realtors and "For Sale Signs" are permitted.

3.07 Parking Area-General. Adequate Off-road parking shall be provided by Owners at their Site to accommodate the reasonable parking needs of Owners and visitors on the Site. There shall be no parking on the roads or in common areas except in areas specifically designated by the Association.

3.08 Waste Disposal. No waste material or refuse shall be dumped, placed, or allowed to remain on a Site outside a permanent structure unless it is in closed containers of a quality to control odors and behind a visual barrier screening such areas so that they are not visible from neighboring Sites or any roads. All such

waste and trash materials shall be regularly removed by the Owners and disposed of properly, and not be allowed to accumulate.

3.09 Building Regulations. Any building erected on a Site shall conform to the following construction practices and any others consistent with the following which may be prescribed by the Association by rule or regulation.

(a) The exterior of all structures erected on the Site, with the exception of trim and minor architectural features, shall be constructed of wood, logs, masonry, stucco, stone, aluminum or vinyl siding, or other materials, and must be finished in an attractive manner.

(b) All buildings erected shall conform to all applicable building codes and regulations.

(c) All lavatories or toilets shall be built indoors as part of the cabin or home, and not as a separate out-house, and shall be connected to an outside septic tank or cesspool tank.

(d) No primary residential structure shall have a ground level living area of less than 1200 square feet or measure less than 24 feet at the front of the building. Such measurements shall be exclusive of any porch, attached garage, carport, or similar non-living area.

(e) No more than one primary residence may be built on each Site.

3.10 Care, Maintenance and Repairs. All structures, landscaping, and improvements from time to time placed upon a Site in accordance with the terms hereof, or any applicable requirements and ordinances of any local jurisdiction shall be maintained in good, clean condition and repair, at all times. In the event any Owner shall fail to make or cause such maintenance or repairs to be made after written demand from the Association, the repairs of any maintenance which may be necessary to comply with the terms of this Declaration or the requirements or ordinances of any local jurisdiction, shall be made by the Association with the right to do so at the Owners expense.

3.11 Drainage: No Pollution. All drainage of water from any Site and improvements thereon shall drain or flow into facilities designed for such purposes or natural water courses and not upon adjoining Sites. All slopes and terraces on any Site shall be maintained so as to prevent any erosion. The property shall not be used in any manner that will allow the water supply, streams, or neighboring waters to become polluted.

3.12 Use Consistent With Easements. Owner shall use the Property consistent with the rights of the Owners of all existing easements wherever situated.

3.13 Residential Use. The Sites, and each and every one of them, are for single-family recreational and residential purposes only. No building or structure intended for or adapted to business purposes, and no apartment house, double house, lodging house, rooming house, hospital, sanatorium, or professional office, or other business shall be erected, placed, permitted, or maintained on any Site or on any part of any Site. No improvements nor structure whatever, other than a private dwelling home, customary out buildings, garage, storage shed or carport, may be erected, placed or maintained on any Site.

3.14 Preservation of Natural Environment. The native growth on the Property shall not be permitted to be destroyed or removed except as a fire break, road visibility, to permit construction of the residence and landscaping, or to allow the laying of a foundation or to provide access to a Site. In the event such growth is removed, the Association may require the replanting or replacement of such growth, at the cost of the Owner. The cutting of dead trees for firewood, safety and aesthetic reasons is allowed. Removal of natural vegetation for corrals shall not exceed 100' by 100'. Other corrals up to a total of three may be built as permitted by the Association.

3.15 Tanks, and Other Storage. No elevated tanks of any kind shall be erected, placed, or permitted on any part of the Property, including the Sites, provided that nothing herein shall prevent the Association from erecting, placing or permitting the placing of tanks and other water system apparatus on the Property. Any tanks for use in connection with any residence, including tanks for the storage of fuel, must be buried or walled sufficiently to conceal them from the view of neighboring Sites, roads or streets. All clotheslines, garbage cans, equipment, coolers, wood piles, or storage piles shall be walled in, to conceal them from the view of neighboring Sites, roads, or streets.

3.16 Setback Lines. No building, structure, outbuilding, or appurtenance of any nature shall be located closer than thirty (30) feet from any property line except for fence or hedge. The setback for fences and hedges on the front property line must be one half the total road right-of-way established.

3.17 The Fencing of Property or Control of Large Animals and Pets. If a lot Owner desires to keep any horses or other animals on the Site, he must build stables and/or corrals, and the number shall not exceed 5 large animals. No pigs are allowed. The lot

Owner is responsible to fence around his house as well as all or any portion of the lot, that he does not want Declarants' livestock to openly graze. Non fenced areas may possibly be eligible to remain on greenbelt tax status and may be grazed by Declarants' livestock. All dogs must be kept on a leash at all times, or in a kennel.

3.18 Nuisances. No Site shall be used in whole, or in part, for the storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such lot to appear in an unclean or untidy condition or that will be obnoxious to the eye, nor shall any substance, thing, or material be kept upon any lot that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of surrounding properties. ATV's and snowmobiles may be used on approved roads only and not to exceed 15 mi/per/hr.

3.19 Temporary Structures, Trailers. No temporary house, temporary dwelling, temporary garage, temporary outbuilding, or other temporary structure shall be placed or erected upon any Site unless approved by the Association. However, house trailers, motor homes, or other mobile housing may be allowed during the period of construction not to exceed one year from date of the first work performed (not including design work). This period may be extended for up to an additional six (6) months at the discretion of the Association if there are unforeseeable delays during construction. Manufactured housing of not less than 1200 square feet, permanently placed on appropriate foundations with wheels and axles removed, with hard or home type siding and pitched roof shall be allowed.

3.20 Division of Sites. No Site shall be subdivided.

3.21 Vehicles Storage or Repair. No junk vehicles in need of repair or in the process of repairs shall be stored openly on the property except for temporary parking in the normal course of use of the vehicle. No commercial vehicles, construction, or like equipment shall be permitted openly at any Site except for the purpose of performing work allowed under these covenants, conditions, and restrictions. Vehicles may be stored in completed approved garages.

3.22 Fires. No open fires shall be allowed except in permanently constructed barbecue pits approved by the Association.

3.23 Speed limit on all roads shall not exceed 15 mi/per/hr.

ARTICLE IV**APPROVAL OF PLANS**

4.01 Administrative Review. No improvements shall be erected on a Site until plans and specifications have been submitted to and approved by the appropriate local jurisdiction and the Architectural Control Committee of the Association.

4.02 Time to Complete. In all cases, work shall be substantially completed within one (1) year from the date of such approval.

4.03 Existing Improvements. The Improvements existing on the Property as of September 30, 1996 are approved as to their construction and any difference in such construction from the standards of this Declaration are waived. All other standards of this Declaration with respect to such improvements, including the use or operation of such improvements, shall, however, apply in accordance with their terms.

ARTICLE V**ENFORCEMENT**

5.01 Equitable Servitude. All of the provisions herein contained shall run with the land and shall be enforceable by law or in equity as real covenants and as equitable servitude by Declarants, their successors, and assigns, and Owner, or the Association. Before an Owner or Declarant proceeds directly to enforce any provision of this Declaration, except in an emergency where it is reasonable to proceed directly immediately, he shall first submit the matter to the Association which shall have authority to take action within ninety (90) days.

5.02 Deemed to Constitute a Nuisance. The result of every action or omission whereby any covenant, condition, or restriction herein contained is violated in whole or in part, is hereby declared to be and to constitute a nuisance. Every remedy allowed by law or equity against an Owner, either public or private, may be exercised by the Association, Declarant or by any Owner subject to these restrictions.

5.03 Attorney's Fees. Any controversy or claim arising out of or related to this Declaration or breach thereof, and which is not settled between the Association and Owners themselves, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, with the hearing to take place in Duchesne City, Utah. Provided, however, the arbitrators may be selected locally and from lists other than those provided by the American

Arbitration Association. Judgment upon an award rendered by the Arbitrators may be entered in any court having jurisdiction thereof, including the award to the aggrieved parties, their heirs, assignees and/or designees, for the total remuneration received as a result of business conducted with the parties covered by this Declaration, plus all court cost, attorney fees, and other charges and damages deemed fair by the Arbitrators.

5.04 Inspection. The Association, through its agents, may from time to time at any reasonable hour or hours, and after reasonable notice to Owner, enter and inspect any property subject to these covenant, conditions, and restrictions to ascertain compliance with them.

5.05 Failure to Enforce Not a Waiver of Rights. The failure of Declarants or any Owner, or the Association to enforce any covenant, condition, or restriction herein contained shall in no event be deemed to be a waiver of the right to do so thereafter, nor of the right to enforce any other covenant, condition, or restriction.

ARTICLE VI

ORGANIZATION AND OPERATION OF ASSOCIATION AND COMMITTEE

6.01 Organization of Association. For the purpose of maintaining roads, pipelines, providing traffic control and administration of roadway areas, administering and enforcing these covenants, conditions, and restrictions, promulgating rules and regulations applicable to Owners, and administering all common community services of every kind and nature required or desired within the community for the general use and benefit of all Owners, each and every Owner, in accepting a deed or contract for any Site in the Property, agrees to and shall be member of, and be subject to, the obligations and duly enacted By-laws, and rules and regulations of Warm Springs Retreat Homeowners Association, Inc., a Utah non-profit corporation. Such Association shall have authority, among others specified in its Articles, or allowable at law, to enforce these restrictions, to make assessments to Owners to regulate vehicle speed and traffic on the Property, to promulgate rules and regulations, to adopt bylaws, and to do such acts as may be necessary or desirable to fulfill its functions.

6.02 Organization of Committee. The Board of Trustees may create a Committee to approve the design, architecture, and construction of structures on the Sites. In all matters the Board of Trustees shall act as the governing body to enforce these restrictions and covenants. Decisions of the Architectural Contract Committee may be appealed to the Board of Trustees.

6.03 Annual Meetings. The first annual Members and Trustees meeting of the Association shall be held within 120 days of the incorporation of the Association with annual meetings each year thereafter on the second Saturday of July at 6:00 p.m.

ARTICLE VII

COMMON AREAS, FACILITIES

7.01 Common Area. There are no commonly held areas as part of this property as shown on the Plat Map recorded herewith.

ARTICLE VIII

TERM, TERMINATION, MODIFICATION

8.01 Term. This Declaration, every provision hereof and every covenant, condition and restriction contained herein shall continue in full force until twenty years from the date this Declaration is originally recorded with the Recorder of Duchesne County, Utah at which time these covenants, conditions, reservations, and restrictions shall be automatically extended for a period of ten years, and thereafter in successive ten-year periods, unless on or before the end of the extension period or the initial period, the Owners of a majority of the Sites of the Property shall by written instrument and fully recorded, declare a termination of the same. Although these covenants, conditions, reservations, and restrictions may expire, and all causes of action, rights, or remedies for breach of these covenants, conditions, reservations, or restrictions committed or suffered prior to expiration shall continue

8.02 Terminations and Modification. This Declaration, or any provisions hereof, or any covenant, condition, or restriction contained herein, may be terminated, extended, modified, or amended, as to the whole of the Property or any portion hereof, with the written consent of the Owners, of sixty-six and two thirds percent (66 2/3%) of the Sites in the Property. No such termination, extension, modification, or amendment shall be effective until a proper instrument in writing has been executed and acknowledged and recorded in the office of the Recorder of Duchesne County, Utah. No such termination, extension, modification or amendment shall be in violation of the requirements or ordinance of any applicable local jurisdiction or shall retroactively cause anything rightful at the time done or omitted to be done to become a violation of this Declaration as amended. This Declaration shall not be amended, modified, or revoked without the written consent of the Declarant until twenty (20) years from the date this Declaration is recorded with the County Recorder of

Duchesne County, Utah or the Declarant's ownership interest in the Property is in less than ten percent (10%) of the acreage of the Property, whichever is earlier.

ARTICLE IX

MISCELLANEOUS PROVISIONS

9.01 Constructive Notice and Acceptance. Every person who now owns or later acquires any right, title, or interest in or to any portion of the Property, is and shall be conclusively deemed to have contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person acquired an interest in the Property.

9.02 Rights of Mortgages. All restrictions and other provisions herein contained shall be deemed subject and subordinate to all mortgages and deed of trust now or later executed upon land subject to these restrictions, security or affect the validity of any such mortgage or deed of trust; provided, however, that if any portion of such property is acquired by the lender or other party under foreclosure, trustee's sale, a deed in lieu, etc., the acquirees and its successor and assigns, shall hold any and all property so purchased subject to all of the restrictions and other provisions of this Declaration.

9.03 Mutuality, Reciprocity Runs with Land. All restrictions, conditions, covenants and agreements contained herein are made for the direct, mutual, and reciprocal benefit of each and every part and parcel of the Property; shall create reciprocal rights and obligations between the respective Owners of all parcels and privity of contract and estate between all grantees of said parcel, their heirs, successors, and assigns; and shall, as to the Owner of each parcel, his heirs, successors and assigns; operate as covenants running with the land, and equitable servitude for the benefit of all other parcels.

9.04 Headings. Section headings, where used herein, are inserted for convenience only and are not intended to be a part of this Declaration or in any way to define, limit, or describe the scope and intent of the particular section to which they refer.

9.05 Effect of Invalidation. If any provision of this Declaration is held to be invalid by any final judgement in a contested judicial proceeding, the invalidity of such provision shall not affect the validity of the remaining provisions and the same shall remain in full force and effect.

9.06 Perpetuities Rule. In the event the provisions of this Declaration are declared void by a court of competent jurisdiction by reason of the period of time stated for which this Declaration shall be effective, such period shall be reduced to the maximum period of time which shall not violate the rule against perpetuities of the State of Utah or other applicable rule.

9.07 Notice. All notices under this Declaration shall be in writing and shall be deemed given when delivered to the person addressed or three days after mailing if mailed postage prepaid, return receipt requested. Notice relating to a Site may be given to any Owner of that Site, and such notice shall bind all Owners of that Site.

IN WITNESS WHEREOF, the undersigned have executed this Declaration this 7 day of November, 1996

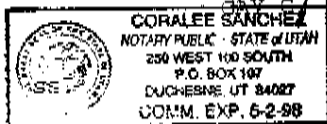
[Signature]
J. WILLIS MOON

[Signature]
PEARL F. MOON

[Signature]
LAMONT W. MOON

[Signature]
GAY E. MOON

STATE OF UTAH
COUNTY OF DUCHESNE



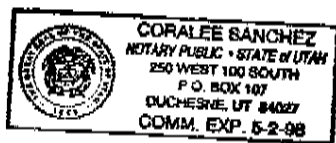
On the 7 day of November, 1996 personally appeared before me J. WILLIS MOON and PEARL F. MOON, signers of this instrument, who duly acknowledged to me that they executed the same.

[Signature]
Notary Public
Residing at Duchesne Ut

My commission Expires:
5.2.98

STATE OF UTAH)
) ss.
COUNTY OF DUCHESNE)

On the 7 day of November, 1996, personally appeared before me LAMONT W. MOON and GAY G. MOON, signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

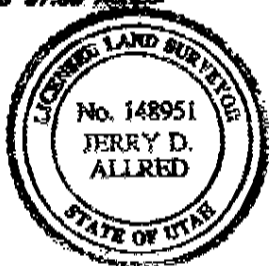


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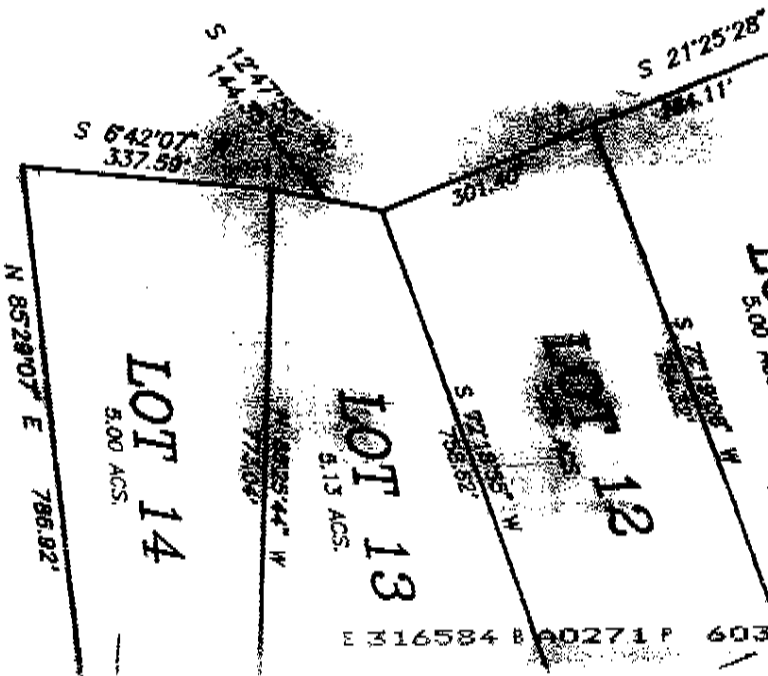
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SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY, THAT BY THE AUTHORITY OF THE OWNERS, I HAVE SURVEYED THE LAND SHOWN ON THIS PLAT, THAT THE MONUMENTS INDICATED WERE FOUND OR SET, AND THAT SAID LAND IS DESCRIBED AS FOLLOWS:
 BEGINNING AT A POINT WHICH IS SOUTH 09°04'55" WEST 3.00 FEET FROM THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 8 WEST OF THE UTAH SPECIAL BASE AND MERIDIAN:
 THENCE NORTH 89°55'05" WEST 904.75 FEET PARALLEL WITH THE NORTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER;
 THENCE SOUTH 20°34'07" EAST 131.30 FEET;
 THENCE SOUTH 45°15'38" WEST 800.00 FEET;
 THENCE SOUTH 34°21'18" EAST 1003.36 FEET;
 THENCE SOUTH 21°25'28" EAST 2197.78 FEET;
 THENCE SOUTH 12°47'55" WEST 144.35 FEET;
 THENCE SOUTH 6°42'07" WEST 337.58 FEET;
 THENCE NORTH 85°28'07" EAST 786.92 FEET;
 THENCE NORTH 6°42'07" EAST 226.74 FEET;
 THENCE NORTH 37°31'23" EAST 81.00 FEET;
 THENCE NORTH 1°13'46" WEST 94.95 FEET;
 THENCE NORTH 7°30'11" WEST 85.34 FEET;
 THENCE NORTH 17°00'09" WEST 182.89 FEET;
 THENCE NORTH 20°20'34" WEST 389.04 FEET;
 THENCE NORTH 72°06'54" EAST 401.28 FEET;
 THENCE NORTH 28°07'52" WEST 534.25 FEET;
 THENCE NORTH 73°45'01" WEST 384.83 FEET;
 THENCE NORTH 3°03'17" WEST 202.72 FEET;
 THENCE NORTH 10°25'54" WEST 108.93 FEET;
 THENCE NORTH 22°49'17" WEST 312.05 FEET;
 THENCE NORTH 70°50'24" EAST 296.33 FEET;
 THENCE NORTH 5°39'48" EAST 124.12 FEET;
 THENCE NORTH 1°02'57" WEST 231.11 FEET;
 THENCE NORTH 85°28'43" WEST 540.00 FEET;
 THENCE NORTH 24°31'17" EAST 620.00 FEET;
 THENCE NORTH 85°28'43" WEST 540.00 FEET;
 THENCE NORTH 1°02'57" WEST 231.11 FEET TO THE POINT OF BEGINNING,
 CONTAINING 87.38 ACRES.



Jerry D. Allred
 JERRY D. ALLRED, LICENSED LAND SURVEYOR
 CERTIFICATE NO. 148951 (UTAH)



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