

**DECLARATION AND ESTABLISHMENT
OF
PROTECTIVE COVENANTS AND RESTRICTIONS
OF
UINTALANDS ASSOCIATION**

**ADOPTED BY VOTE OF THE MEMBERSHIP
THIS 1st DAY OF DECEMBER, 2006**

The membership of Uintalands being the owners of the property situated in the County of Summit, State of Utah do hereby revise this Declaration of Protective Covenants and Restrictions; for and in consideration of the premises set forth herein, and as part of the general and future plan for improvement of the property described in Exhibit "A" attached hereto, do hereby declare said property so described in Exhibit "A" attached hereto, subject to the covenants and restrictions as herein revised, and further state that said covenants and restrictions are hereby placed on said property so described in order to insure the further development and use thereof and in order to maintain and preserve the aesthetic and economic value of said property and to further provide the greatest safety for all persons who become in any way involved with said property and to further promulgate the enjoyment thereof for a recreational site for all present and future members of Uintalands Association.



Section 1. Membership. It shall be mandatory for each of the owners of property described in Exhibit "A" attached hereto to be a member of Uintalands Association. Each of the individual owners individually and severally, bind themselves pursuant to these Protective Covenants and Restrictions, and any Bylaws, rules and regulations or amendments to said Bylaws or Protective Covenants adopted and passed by Uintalands Association from time to time.

Section 2. General Restrictions. No agricultural, industrial or commercial enterprises of any kind including but not limited to: renting of any property, home, trailer etc. is allowed. No sale of any trees, vegetation or soil is permitted. No subdividing of lots or moving lots or parts thereof in or out of the Association. Annexing new properties into the Association is allowed with both Summit County and 2/3 Uintalands Board approval.

Section 3 Land Use. No land is to be used except for home sites and recreational purposes. No agricultural, industrial or commercial business or enterprises or any kind or nature shall be carried on or upon any of the premises. No sale of any trees, vegetation or soil is permitted.

Section 4. Building Type and Architectural Control. No structure, fences, corrals, roads, or other improvement, shall be constructed, placed, altered or permitted to remain on the premises until the construction plans and specifications and a plan showing the

location of the structure have been approved, in writing, by the Board of Directors and the Architectural Control Committee. All structures and materials shall be compatible with the local wilderness and environment. No mobile homes will be allowed. All colors shall be approved earth-tone. All colors and materials to be used must receive prior written approval before construction. No trailer or structure shall be placed on any Lot until the location has been approved in writing by the Board of Directors. It is the responsibility of the Lot owner to verify the location of all structures, trailers, outbuildings etc., to meet the requirements of these Protective Covenants.

Lot owners and/or construction crews shall be responsible for removal of all construction waste from the Association. This shall include, but shall not be limited to: sheetrock, metal roofing, foam products, insulation, nails and other fasteners etc. Association dumpsters are not to be used for building materials.

All chimneys must have spark arrestors.

Section 5. Building and Trailer Restrictions. No structure, including trailers, may be placed nearer than thirty (30) feet to any property line or easement or right of way and fifty (50) feet from any Uintalands Association road or street.

No structure of a temporary nature including but not limited to: trailers, basements, tents, shacks, garages, barns or other out buildings shall be used on any lot at any time as a permanent residence, either temporarily or permanently except those structures as defined in Section 3. Temporary structures, including trailers as defined in Section 3, must be removed by November 1 of each year.

Section 6. Easements and Restrictions. A five foot wide easement for the installation and maintenance of utilities is hereby established along the rear line of each lot and along the side lines of those lots where necessary. In emergency situations access on or through property to maintain or repair waterlines is permitted by workers, contractors or other agents of the Association approved by the Board. Every reasonable effort to restore the property to its original condition must be done.

Section 7. Fires. Open fires are permitted only in Association approved fire pits. All fires and ashes shall be completely soaked with water prior to being left unattended. All fireplaces or fire pits must be of a cement, masonry, stone or steel construction as described and defined in the Uintalands Fire-pit Regulations. If masonry or stone, the materials must be cemented together so as to form a fireproof wall. Loose rocks or dirt pits are not acceptable. Fires are not allowed on any lot without an operational Association water supply to that lot. Burning of slash piles is allowed in Uintalands Board approved areas only.

Section 8. Fire Hazards. All fire hazards of any nature shall be removed from any lot at the expense of lot owner (s) upon the order of the Board of Directors or it's duly appointed agents, as the case may be. In the event such owner fails to comply with said order within ten (10) days after receipt thereof, the Association shall have the authority

and responsibility to take such action as they deem necessary. The Owner shall be responsible to reimburse Association for any and all expenses incurred by it in removing said fire hazard. Fireworks including: fire crackers, sparklers, bottle rockets, etc. shall be prohibited within the boundaries of the Association.

Section 9. Livestock and Pets. Except horses, llamas, pack animals and domestic pets, no livestock shall be permitted on any lot. All domestic pets shall be restricted to the Owner's premises, unless leashed, or shall be under the owner's immediate supervision and control. Approved animals may be placed in the Association's pasture only while the owner of the animals is physically staying at their lot and are placed there at the owner's risk. Owner is responsible for care, custody and control of said animals.

Section 10. Wildlife Protection. All wildlife shall be protected within the boundaries of the property covered hereby for the present and continued enjoyment of all members. Absolutely no hunting, harassing, chasing etc. of any wildlife is permitted within the boundaries of the Association, or allowing domestic animals to do the same.

Section 11. Firearms. The discharging of firearms shall be allowed in designated rifle and shotgun ranges only. A firearm shall include but shall not be limited to: rifles, BB and pellet guns, paintball guns, shotguns, pistols etc. Range hours shall be controlled by the Board. Archery equipment with a draw weight of 20 lbs. or greater are allowed only at Uintalands Board approved sites.

Section 12. Sanitation. All lots covered hereby shall be maintained in a manner so as to create and promulgate a clean, beautiful, healthful and natural environment. Dumping of trash, ashes, sewage ("gray or black water"), or other garbage or refuse except in designated areas properly prepared and protected as provided herein, shall be prohibited. All garbage cans shall be covered and kept in a clean and sanitary condition.

Section 13. Water Supply. No individual water system shall be permitted on any lot. All water hook-ups to the main system shall be 3/4 inch or smaller and shall be connected only by the Association or its agent. Only one hookup per lot is allowed. Any lot owner not in good standing may have their lot's water disconnected at owner's expense according to the Bylaws. Association water is for use within the defined boundaries of Uintalands Association (Exhibit "A"). No irrigation or other outside watering is allowed.

Section 14. Sewage Disposal. Individual sewage disposal systems are required which are designed, located and constructed in accordance with the requirements, standards and recommendations of the State and/or County Health Department authorities. After the installation of a culinary water system, such approval shall be obtained from the appropriate State and/or County authority prior to installation of said sewage system. No trailer, outbuilding, cabin, etc. will be allowed to be used on any lot where water and a septic system have not been installed.

Section 15. Nuisances. No noxious or offensive activities shall be allowed upon any of the property covered hereby, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No signs, fences, billboards or advertising structures of any kind shall be erected or displayed. "For Sale" signs, "Private Property" signs, and "No Trespassing" signs shall be prohibited. Lot numbers are required on all lots.

No hindrance to access of properties including, but not limited to: gates, chains, cables, fences etc. is allowed unless approved by 2/3 Uintalands Board approval.

No unsolicited trespassing on private property by members, guests or animals in their charge is permitted. All vehicles, four wheelers, motorcycles, snowmobiles, snow cats etc. are limited to roads only, except in areas specifically designated by the Board of Directors. Consuming alcohol and driving of any motorized vehicle within the boundaries of the Association is strictly prohibited. Use of illegal drugs is also prohibited. Horses and llamas etc. are also limited to roads and specified trails.

Section 16. Preservation. All land covered hereby shall be maintained and preserved in its original and natural condition, so far as possible. All trees, timber, natural vegetation and soil shall be left in place except when removal is necessary for the construction of a dwelling or other improvements or the removal of fire hazards.

Section 17. Benefits and Burdens. Benefits and burdens. of these Protective Covenants and Restrictions shall run with the land and all owner's who now own or shall hereafter acquire interest in the land covered hereby and shall be taken and held to agree and covenant with the present and future owners of said land and with his or their successor and assigns, to conform to and observe these Protective Covenants and Restrictions as to the use thereon and construction of residence thereon for a period from the date hereof to a date twenty (20) years from the date these covenants and restrictions are recorded. After which time said covenant shall be automatically extended for a successive ten (10) years. An instrument amending these covenants, approved by sixty-six percent (66%) of the eligible voters, as defined by the Bylaws, may modify these Protective Covenants at any time.

Section 18. Violation and Penalties. If any of the lot owners, or their successors or assigns, shall violate or attempt to violate any such covenants or restrictions herein, then the Board shall have the right and responsibility to initiate any proceedings at law or in equity against the person, firm, association or other entity in violating or attempting to violate any such covenants or restrictions or the Bylaws of the Association and either prevent said person, firm, association or other entity from violating these Protective Covenants and Restrictions, or to recover damages or other penalties or dues for such violation. Any person owning an interest in the property described in Exhibit "A" his heirs, successors, grantees, personal representatives or assigns, who violate or attempt to violate any of the covenants and restrictions contained hereon, does hereby agree to pay all costs and expenses of enforcing the Declaration of Protective Covenants and Restrictions and the Bylaws of the Association, whether or not suit is filed, including the payment of a reasonable attorney's fee plus a fine to be assessed by the Board of Directors.

It shall be the responsibility of the Owners to inform his/her guests of all rules and regulations, Bylaws and Protective Covenants and may be held responsible for their actions per Article VI of the Bylaws of the Association.

In the case of a conflict between the Bylaws of Uintalands Association and the Protective Covenants of Uintalands Association, the Bylaws shall take precedence.

Section 19. Validity - Covenants. Invalidation of any of the covenants or provisions herein contained in whole or in part shall not affect the validity of any of the other provisions herein contained and such other provisions shall remain in full force and effect.

Section 20. Rules and Regulations. All Rules and Regulations as enacted will be administered by the Board of Directors or appointed committee as defined by the Bylaws of Uintalands Association.

Section 21. Property Description. The property covered by these Restrictive Covenants is more particularly described in Exhibit "A" attached hereto and is by this reference made a part hereof.

Uintalands Association

By:

Richard W. Wiley Title: President

By:

Merrill Sheriff Title: Vice President

State of Utah

County of

DAVIS

On the 12th day of December 2007, personally appeared before me,

Richard Wiley, and Merrill Sheriff the

President and Vice President of Uintalands Association and the signers of the within, who

Duly acknowledged to me that they executed the same.

My commission expires

7/5/09



Notary Public
NICHOLE GOUGH
207 North 1000 West, Ste 1
Centerville, UT 84014
My Commission Expires
July 5, 2009
State of Utah

NOTARY PUBLIC

Residing in 707 N. 1000 W. #1
Centerville, UT 84014

EXHIBIT "A" TO THOSE PROTECTIVE COVENANTS
AND RESTRICTIONS UINTALANDS ASSOCIATION

Parcel 1: (Subdivision lots)

UINTALANDS SUBDIVISION, a subdivision located in Summit County, State of Utah, and being located in parts of Sections 4, 3, 10, and 11 of township 2 North, Range 10 East, SLBM, as described in said UINTALANDS Subdivision plats on file with the Summit County Recorder's Office, as more particularly described in sheets 1 through 5 of said Subdivision Plat.

PARCEL: UL-et al

Parcel 2: (Farley property)

LOT 1, UINTALANDS 1995-A SUBDIVISION, according to the official plat on file in the Summit County Records Office.

PARCEL: UL-1995-A-1

Parcel 3: (Jones property)

LOT 1, UINTALANDS 1997-A SUBDIVISION, according to the official plat on file in the Summit County Recorder's Office.

PARCEL: UL-1997-A-1

Parcel 4: (Verbrugge property)

SE1/4 of the SE1/4 of Section 10, Township 2 North Range 10 East, SLBM

PARCEL: SS-2048-B

Parcel 5: (Snow property)

Commencing 666.76 feet North of Southeast corner of Section 3, Township 2 North Range 10 East, SLBM, thence West 900 feet; thence North 331.88 feet; thence East 900 feet; thence South 331.88 feet to the point of beginning

PARCEL: SS-2040-A-2

Parcel 6: (Phillips, Larsen, White property)

Equity in state lands located in the NW1/4 of the SE1/4 of Section 10, Township 2 North Range 10 East, SLBM, containing 40 Acres.

PARCEL: EQ-SS-2048-A

Parcel 7: (Davis property)

A tract of land in the Uintalands Subdivision situated in the Southeast Quarter of the Northeast Quarter of Section 10 and the Southwest Quarter of the Northwest Quarter of Section 11, Township 2 North, Range 10 East, Salt Lake Base and Meridian, Summit County, Utah. Being more particularly described as follows: Beginning at a point on the Section line common to said Sections 10 and 11, North $00^{\circ} 18' 36''$ East, 343.06 feet from the one-quarter corner common to said Section, A 1" pipe topped with a 2 1/2" glo brass cap appropriately inscribed and dated 1942; thence South $26^{\circ} 20' 00''$ West 208.86 feet; thence South $77^{\circ} 37' 01''$ West 70.46 feet; thence North $65^{\circ} 24' 00''$ West 242.65 feet; thence North $17^{\circ} 33' 26''$ East 387.55 feet; thence South $72^{\circ} 26' 34''$ East 279.19 feet to said East line; thence, continuing South $72^{\circ} 26' 34''$ East 51.16 feet; thence South $08^{\circ} 21' 00''$ West 97.68 feet; thence South $26^{\circ} 20' 00''$ West 80.23 feet to the point of beginning.

Parcel: UL-ASSOCIATION-A