

**MILLER BROTHERS P.U.D.
FINAL PLAT
CITY COUNCIL MEETING
MARCH 18, 2010**

ZONING- R2- Allows PUD

UTILITIES- They will need to extend water and sewer lines down 550 south, built to city standards. The water & sewer Mains will be maintained by the city. The road will be a private road with a 25 foot ROW and 20 feet of asphalt. The road will be owned and maintained by each of the brothers. They have provided a public easement on the private road. The asphalt will be set back 5 feet from the fence.

OTHER- There is one existing house on lot 2. It may be some time before the other two houses are built. The sloped area to the south is not included in the PUD but is intended to be held as common open space by the three brothers. Water shares for this property have been transferred to the city. Before the final two houses are constructed they will come back to the Planning Commission for site plan approval since the Planning Commission is the Architectural Review Committee for PUD's. Construction drawings for the public utilities will need to be approved by the city engineer before the other houses are constructed. The Final Plat and CC&R's appear to contain all the items that have been required by the Planning Commission and City Council.

When Recorded Mail To:

**DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS
AND GRANT OF EASEMENT
OF
MILLER BROTHERS P.U.D.**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND GRANT OF EASEMENT ("Declaration") is made this 8th day of March, 2010, by MARK G. MILLER, KRIS D. MILLER and JAMES W. MILLER (jointly referred to as Declarant) for themselves, and their successors and assigns.

RECITALS

- A. Declarant is the owner of certain real property in Cache County, Utah, described on the face of the Plat for "**MILLER BROTHERS P.U.D.**" recorded at Book _____, Page _____, of the records of the County Recorder, Cache County, Utah (the Plat), being a planned unit development known as "**MILLER BROTHERS P.U.D.**" or the "Project".
- B. Declarant desires the lots and improvements thereon contained in said Planned Unit Development, be subject to the covenants, conditions, limitations, and restrictions contained herein.

DECLARATION

NOW, THEREFORE, for the purposes set forth above, Declarant hereby makes the following Declaration containing covenants, conditions and restrictions relating to this Planned Unit Development which shall be enforceable equitable servitude, where reasonable, and shall run with the land:

- 1. Improvements erected on any lot in the MILLER BROTHERS P.U.D. shall be used exclusively for residential purposes by a single family.
- 2. Notwithstanding the provision of any Zoning Ordinance, other Ordinance, Local Law or Municipal Resolution, no "customary home occupation" or "accessory use" shall be permitted on or in any lot, lots, improvement or improvements in the Subdivision if such "customary home occupation" or such "accessory use" shall call for the hiring of any person, either part time or full time, in the pursuit of the occupation or use.
- 3. Improvements placed on any lot must comply with the following:
 - a. Any improvement on any lot shall begin at a location 40 feet from the center line of the road and be no closer than 10 feet to the side line.

4. No lot may be re-graded or the topography of the lot altered in such a manner so as to change the existing natural grade or adversely affect the natural drainage of the lots.
5. All driveways must be blacktopped, constructed out of concrete, or other similar permanent installation.
6. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done on the lot which may be or may become an annoyance or nuisance to any resident of the Project.
8. No signs shall be erected or permitted to remain on any lot or upon any structure on the lot except a sign displayed in connection with the sale of the premises.
9. No rubbish, garbage, or debris shall be allowed to remain on any lot. Trash, garbage, or other debris shall not be kept except in sanitary containers. No rubbish, garbage, or debris shall be burned.
10. The Declarant does hereby establish and create and does hereby give, grant and convey to each and every owner of Lots 1 through 3 a mutual reciprocal and nonexclusive easement, license, right and privilege of passage and use in all forms for the purpose of ingress and egress to, upon and over any and all portions of the private road identified on the Plat as such and also identified as "550 South". No owner shall engage in any conduct or use which interferes with the rights of other owners as granted herein.
11. Road maintenance and road improvements will be incurred whenever necessary to maintain the road in top operating condition at all times and to insure the provision of safe access by emergency vehicles. The Road shall be snowplowed so as to permit year-round access.
12. Each lot owner shall be responsible to pay 1/3rd of the maintenance and upkeep expenses for the road. All maintenance and upkeep [including snow removal], will be by competitive bid unless a non-competitive price is accepted by vote of a majority of the owners.
13. These covenants are to run with the land, and shall be binding upon all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded, after which the covenants shall be automatically extended for successive periods of ten years, unless amended in accordance with Utah law.
14. Amendment of the agreement regarding the road and/or the easement associated therewith may only be accomplished with the unanimous written consent of all owners.
15. If any covenant is adjudged to be invalid or void by judgment or order of a court of record, all other covenants contained in this declaration shall remain in full force and effect.
16. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages and in such action the prevailing party shall be entitled to recover costs and reasonable attorney's fees as are ordered by the Court.
17. In general, purchasers of the lots affected by these restrictions and their successors in interest will have no recourse against Declarant, its agents and representatives or their

successors in interest as a result of any failure to force compliance with these restrictions.

18. This Declaration shall take effect upon recording.

IN WITNESS WHEREOF, the Declarant has executed this Declaration this _____ day of _____ 20____.

DECLARANT

Mark G. Miller
MARK G. MILLER

Kris D. Miller
KRIS D. MILLER

James W. Miller
JAMES W. MILLER

ACKNOWLEDGEMENT

STATE OF UTAH)
 : ss
County of Cache)

On this 8th day of March 2010, before me the undersigned, a Notary Public for Utah, personally appeared **MARK G. MILLER, KRIS D. MILLER** and **JAMES W. MILLER**, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same. In witness whereof I have hereunto set my hand and affixed my official seal the day and year first written above.

Shannon Lindsay
Notary Public



