

Entry No. 102075

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RECORDED AT THE REQUEST OF  
Manor Lands Devel. Co.

Nov 8 1965 at 9:20 o'clock A.M.

In Book M 3 of Microfilm Page 351-354

Handa J. Spragg  
Recorder, Summit County, Utah  
Fee \$6.00

DECLARATION OF ESTABLISHMENT  
OF PROTECTIVE  
RESTRICTIONS AND COVENANTS  
OF  
WILDERNESS ACRES NO. 5,6,7

PREAMBLE

In order to best develop, maintain and preserve the natural beauty, esthetic and economic value, the greatest safety for persons and property and to promulgate the continue enjoyment as a summer recreational home development for all present and future owners of Manor Lands, the following Restrictive Covenants are hereby imposed on all lands lying within the confines of Wilderness Acres No. 5,6,7 according to the official plat thereof, recorded in the office of the County Recorder of Summit County, Utah, in Book \_\_\_\_\_, Page \_\_\_\_\_.

1. LAND USE

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

2. BUILDING TYPE AND ARCHITECTURAL CONTROL

No structure including fences 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 by an Officer of Manor Lands Development Company as to the quality of workmanship and materials, harmony of external design with existing surroundings and structures and as to location on the lot with respect to topography and natural drainage ways. Prior approval of an Officer of Manor Lands Development Company must be obtained prior to moving any building structure, or using other than new materials on any lot on the premises. All approvals will be based on visual appeal, structural adequacy, condition, fire safety and harmony of design and placement with the natural surroundings, existing structures, the protection of natural drainageways and the privacy and enjoyment of adjoining property owners. In any event no residential structure may be placed nearer than ten (10) feet to any property line or easement or right-of-way and thirty (30) feet from any road or street.

3. TENTS

Tents are permitted on the premises when in actual use by the occupants involved.

4. OPEN FIRE

Open fires for recreational or sanitary purposes are permitted only in safe and sanitary pits or containers. All fires and ashes must be completely soaked with water prior to being left unattended.

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5. LIVESTOCK AND PETS

Unless prior approval is obtained from an Officer of Manor Lands Development Company no livestock shall be permitted on the premises except horses, which are hereby restricted solely to the owners' premises. Any other domestic pets including dogs and cats are permitted only when restricted to their owner's premises or are on a leash. Lands owners are expected to protect their property and the wild life thereon against any predators for the present and continued enjoyment of all lands owners.

6. SANITATION

Each lot owner is required to maintain his land and improvements in a manner to create and promulgate a clean, beautiful and healthful natural environment. No lot or street or stream shall be used for the dumping of trash, ashes, sewage, or other refuse. All combustible material is to be incinerated in a safe and suitable pit or incinerator and ashes are to be buried on the owner's own land or removed from the premises of this and all other Manor Lands Plats and ownerships. All garbage cans are to be kept in a clean and sanitary condition, tightly covered and hidden from the general view of the adjoining properties. Garbage cans and incinerators are to be regularly sprayed to best control flies and other insect pests. Corrective sanitary measures are to be taken upon the request of an Officer of Manor Lands Development Company.

7. WATER SUPPLY

No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the State Health Department authorities. Approval of such system as installed shall be obtained from such authority.

8. SEWAGE DISPOSAL

No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the State Health Department authorities. Approval of such systems as installed shall be obtained from such authority. A sewer disposal system must be installed when water is connected to the residence constructed or moved onto any lot.

9. NATURAL DRAINAGEWAYS

No structure, grading or other obstruction of any kind is permitted within twenty (20) feet of the edge of any natural drainageways or water courses. All streams, ditches and other water courses are to be left in their natural state and channels. Diking, piping, damming or any other alteration of the natural flow is not permitted on any lot unless prior approval is obtained from an Officer of the Manor Lands Development Company.

10. FIRE HAZARDS

In addition to the regulations for open fires listed above, any and all fire hazards of any nature are to be promptly removed by each lot owner upon the request of an Officer of Manor Lands Development Company.

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11. EASEMENTS

Five feet wide easements for the installation and maintenance of utilities drainage facilities are hereby established along the rear lines of each lot and along the side lines of those lots where necessary to provide for the effective delivery of the culinary water and electric power to all sites in this and adjoining plats and to provide for delivery of any other utility or service that may become available to Manor Lands Development Company and elsewhere as may be shown on the recorded plat.

12. NUISANCES

No noxious or offensive activities shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No signs, billboards or advertising structures of any kind shall be erected or displayed on any lot except for sale by property owners and other signs used in connection with the development of said property.

13. PERPETUATION

The land in this subdivision 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.

14. OWNERS' ASSOCIATION

Each lot owner shall automatically be a member of an association composed of all of the owners of lots in this subdivision. Said association shall meet for the first time when any three or more members shall mail a notice to every member, at his last known address, stating the time and place of the first meeting and a general statement of the business to be transacted. This notice shall be mailed at least fifteen (15) days before, but not more than twenty-five (25) days before the date of said first meeting. Officers shall be elected at the first meeting of the association by a majority vote, each lot being entitled to one vote and such business shall be transacted as properly comes before it and that said association shall at said meeting adopt necessary and proper by-laws to operate under. The duties of the association shall be to provide for the maintenance, repair, surfacing, or alteration of the private roadway system within the subdivision and to provide and maintain utilities to the owners of the property as shall be determined by the association. In the event a water system and other utilities are developed it shall be the duty of the association to maintain said facilities. No officer shall be entitled to compensation for the discharge of the duties of his office and the operation of this association shall be on a non-profit basis. The association shall have the power to assess and collect monies from each lot owner on a fair and equitable basis, as agreed to by a majority of the members, to meet its administrative expense and to accomplish any of the above or such other improvements as are approved by a majority vote of the members. In the assessing and collecting of monies the association shall have the same power and authority as a governmental unit, including the right to sell any lot for non-payment of any lawful assessment and tax.

The breach of the foregoing conditions and restrictions or any entry by reason of such breach shall not defeat or render invalid the lien of any deed or trust on said premises made in good faith, but in the case of the foreclosure and sale thereunder, the purchaser shall take title subject to all said restrictions and conditions.

15. TERM

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

16. ENFORCEMENT

If any owners of any lot, or their successors or assigns shall violate or attempt to violate any such covenants or restrictions herein, the then property owners, individually or collectively, or through the association, shall have the right to prosecute any proceedings at law or in equity against the person, firm or corporation so violating or attempting to violate any such covenants or restrictions and either prevent him from so doing or to recover damages or other dues for such violation. Any person owning an interest in a lot in this subdivision, his heirs, successors, grantees, personal representatives or assigns, who violate or attempt to violate any of the covenants or restrictions contained herein, does hereby agree to pay all costs of enforcing these Protective Covenants and Restrictions, whether or not suit is filed and including the payment of a reasonable attorney fee.

17. SEVERABILITY

Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

MANOR LANDS DEVELOPMENT COMPANY

By Lloyd Lee Griffiths

WESTERN STATES TITLE COMPANY

By W. B. Deneffe

STATE OF UTAH )

: ss.

COUNTY OF SALT LAKE )

SUBSCRIBED AND SWORN to before me this 14 day of

October, 1965.

My Commission Expires:

June 24, 1968

William D. Rowley  
Notary Public  
Residing at Salt Lake City, Utah