

DECLARATION OF ESTABLISHMENT OF
PROTECTIVE RESTRICTIONS AND COVENANTS

CANYON RIM RANCHES

Entry No. 120194	Book 111
RECORDED 7-13-73	at 2:15 P.M. Page 661-67
REQUEST of	Citizens National Bank
FEE \$ 8.00	WANDA Y. SPRIGGS, SUMMIT CO. RECORDER
INDEXED SA	By Wanda Y. Spriggs
	ABSTRACT 2168 Wash. Blvd.

TO WHOM IT MAY CONCERN:

WHEREAS, Citizens Mortgage and Investment Company, Ogden Utah, owner of all that real property situate in the County of Summit, State of Utah, and described as follows:

Lots 100 to 199 inclusive of Canyon Rim Ranches
Subdivision.

AND WHEREAS, Citizens Mortgage and Investment Company desires to provide a general plan for the improvement and development protection and maintenance of the above described tract is hereby established and all parcels in said tract shall be sold, conveyed and improved subject to the provisions, conditions, restrictions, and covenants herein provided, each of which is for the benefit of each lot of land in said tract as a servitude in favor of each and every other parcel of land therein, as the dominant tenement or tenements.

NOW, THEREFORE, all deeds, conveyances, encumbrances, and written instruments of any kind or character, hereafter made or executed and affecting title to said realty, or any part thereof in any manner whatsoever, shall be subject to the following limitations and restrictions which shall remain in full force and affect for a period of twenty-five years from and after the date hereof, except as hereinafter provided, as follows, to-wit:

RESIDENTIAL AREA COVENANTS

1. That the restrictions and covenants herein contained shall run with the land and be binding upon the undersigned, their grantees, heirs, successors and assigns for a period of twenty-five years, from and after date hereof.

2. That the ground floor area of a family residence, exclusive of open porches, terraces, garages attached or detached or other appurtenances (not enclosed within the walls of the residence building) shall not be less than four hundred (400) square feet.

3. That a residential building plot shall contain not more than one single family dwelling, which area may consist of portions of one lot, or portions of a combination of lots above described. All lots or tracts shall be maintained in their original size and shape for a period of not less than five (5) years from the date of purchase from the undersigned. After said five (5) years, then a lot can be divided or partitioned into not more than two (2) lots with each lot not being less than $2\frac{1}{2}$ acres in area and with each lot remaining subject to all conditions herein

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and the second lot created by such division or partition shall be subject to a special one-time charge of not to exceed \$750.00 for culinary water connection to the second lot.

4. That no building or structure shall be erected on any building plot nearer than twenty-five feet from the center road easement line on private roads and 33 feet from the center road easement line on dedicated roads and on corner plots nearer than fifteen feet to any side street line. No building shall be erected closer than ten feet to the side boundary lines of the plot. No trailer, basement, tent, shack, garage, or other out-building placed on, erected on, upon the said lots shall at any time be used as a residence temporarily or permanently, nor shall any structure of temporary character be used as a residence. No structure shall be placed, erected, or constructed on any residential lot for use as a residence unless it meets with the approval as outlined herein.

5. No building shall be erected, altered, placed, moved upon or be permitted to remain on any building lots in this subdivision until the external design and location thereof has been approved in writing by the building committee which shall be elected or appointed by the owner or owners of a majority of the lots which are subject to the covenants herein set forth. One complete set of plans and specifications (including plot plan) for any and all proposed improvements shall be submitted to the building committee. If the committee fails to approve or disapprove such design or location within thirty (30) days after such plans have been submitted to the sales office of Canyon Rim Ranches Sales Office, then such approval will not be required. Gary S. Harris, Glen H. Teeples, and Howard V. Schow are hereby appointed to the building committee and shall continue to act as such committee until January 1, 1973, and thereafter, unless their successors are appointed or elected.

6. No commercial business of any description shall be conducted upon any of said lots or in connection therewith.

7. No animals or fowls shall be kept, raised or housed upon any lots or tracts, except the usual house pets, such as dogs and cats, however, horses may be kept on the lots that remain the original size of not less than five acres providing they are maintained in a corral or stable. Said premises shall be kept in a neat and orderly manner so as not to become offensive to other property owner. Such stables and corrals shall be located on the rear 1/3 of the lot in such a manner as to be obscure as possible from neighboring lots and allow a maximum distance from lot boundaries. Stables and corrals shall occupy no more than 7,500 square feet of lot area and house or contain no more than four (4) animals. All feed and bedding material for horses shall be stored within a barn.

8. (a) An easement is hereby reserved five feet in width adjacent to every road or private right of way for the purpose of a bridal trail for the private use of property owners of Canyon Rim Ranches.

(b) An easement is hereby reserved on, over, under,

across, and through the heretofore described lots for the construction, installation and continued maintenance, repair, reconstruction, replacement and removal of such water pipeline and electric distribution pole lines and circuits as may from time to time become necessary to serve water and electric installations located within the boundaries of the premises together with the right to trim and/or remove trees and/or underbrush to accomodate said lines and reserving by the undersigned herein the sole right to convey the rights hereby reserved.

9. Each property owner who places, constructs or erects a dwelling upon any of said lots shall be required to construct a sewage disposal system in accordance with the requirements of the Board of Health of Summit County, and the Utah State Department of Health to serve each dwelling. The effluent from septic tanks shall not be permitted to discharge into a stream, storm sewer, open ditch or drain, unless it has first passed through an absorption field approved by the health authority.

10. No trash, ashes or any other refuse may be thrown or dumped on any of said lots or any part or portion thereof. And further, no fires shall be started or kept for the burning of any type of materials except within closed fire places within structures upon lots of this subdivision or fires within constructed outdoor fire, barbeque or pit areas wherein ample protection is provided against the spread of any fires so started. No person shall permit the accumulation of debris or inflammable materials on any portion of the property covered by these covenants and every person residing on, using, or otherwise occupying any portion of the premises shall observe good forestry practices to eliminate fire hazards.

11. No building or structure shall be placed upon any of the lots of the subdivision which shall cause unreasonable interference with the use or enjoyment of other lots in the subdivision including but not by way of limitation, no such buildings or structures shall be constructed of materials causing bright reflective glare of sunlight to other lots in the subdivision.

12. No person shall cut and/or remove trees of more than four (4) inches in diameter without receiving prior written permission from the Canyon Rim Ranches Owners Association. Said permission shall not be withheld if necessary for providing space for home construction or in order to comply with good forestry practices.

13. In order for the tract to retain its natural recreational atmosphere, no road improvements shall be authorized over any of the private roads unless said improvements have been authorized by the vote of 50% or more of the members of the Canyon Rim Ranches Owners Association, and only after a special meeting has been held for the purpose of discussing such improvements on which every property owner is afforded an opportunity to speak and for which meeting each property owner has not had less than fifteen (15) days prior written notice. This shall in no way prevent the Association from expending money to maintain the roads in their present condition.

14. Owner will cause to be formed a non-profit organization known as the Canyon Rim Ranches Owners Association hereinafter referred to as "Association", which organization will be formed for the purpose of maintaining the roads on the property and also water system, and to provide such additional other services to the owners of the property as shall be determined from time to time by the Trustees Association. Said Association shall have a board of five (5) Trustees and the entire initial Board selected by owner shall serve until January 1, 1973.

15. All lot owners in said subdivision shall automatically become a member of the Association and shall receive a certificate of membership. Members of the immediate family of each lot owner shall be entitled to rights of membership in the Association. At any membership meeting of the Association there shall be only one vote cast for each of said lots owned and if a lot is partitioned or divided as heretofore provided in Paragraph 3, then and in that event, there shall be only one vote cast for each of said partitioned or divided lots. Voting may be by written proxy.

16. Membership dues for the Association shall be due and payable on or before January 1st of each and every year. Membership dues in the Association for 1973 shall be \$50.00 per year per lot which amount may be increased or decreased from year to year thereafter by vote of the members of the Association. For the purpose of dues in the Association, all partitioned or divided lots shall pay the same dues as a full size lot.

17. Trustees of the Association shall be elected each year on a calendar year basis to serve for the next succeeding calendar year. Prior to December 1st of each year, beginning the year 1972, a membership meeting shall be held for the purpose of electing four of the five Trustees for the next calendar year. The undersigned shall designate the fifth trustee of the Association. In the event it fails to so designate the fifth trustee, then said fifth trustee shall also be elected by the membership. The undersigned's right to designate such trustee shall pass to its lawful assigns or successor organization upon its dissolution.

18. The trustees shall elect from among their number a chairman, treasurer, and a secretary who shall perform such functions as shall be designated from time to time by the Trustees. In all events, the secretary shall keep a record of all memberships, and shall mail a written notice to all the record property owners of the said lots, notifying them of an annual or special meeting which notice shall be sent to said property owners at his last known address at least fifteen (15) days prior to said annual or special meeting.

19. The Association may retain an employee who will devote time to the Association affairs as deemed necessary by the Trustees, which person will have to be knowledgeable about the Canyon Rim Ranches, but need not be a member of the Board of Trustees of the Association.

20. Trustees shall have the power to purchase and/or lease additional real estate; to construct recreational facilities; to purchase recreational equipment, including horses; to expend money for maintaining the roads, water system, and other facilities owned and/or operated by the Association for the benefit of all members; and provide such additional services to the members as the Association in their sole discretion may determine advisable.

21. The membership dues for each calendar year shall be due and payable and shall be paid to the treasurer of Association on or before the 1st day of January of each year. If the membership fee shall not be fully paid on said date the amount thereof together with interest at the maximum rate permitted by law from such date on the unpaid amount and costs of collection shall become and be a lien and enforceable by the association against all the real property owned by the member within the County at that time. For all unpaid membership dues, the Association may, within sixty (60) days after the due date, file in the office of the County Recorder, of Summit County, State of Utah, a claim of lien describing the property to which said lien is attached. Said lien may be foreclosed and the property sold to satisfy said lien in the same manner as liens are foreclosed in the foreclosure of mechanics liens. A lien against such parcel in the amount herein provided shall arise upon the filing of such claim of lien. If such claim of lien shall have been filed within the time specified, but no action to enforce such lien shall have commenced within six (6) months after such recording, then the Associations claim and/or any lien shall be null and void.

22. The membership dues for each year on each parcel shall be prior and superior to any and all liens or encumbrances upon or against such parcel except for (a) liens for taxes and assessments levied or assessed by public authorities levied on such real property, and (b) the lien of any unpaid mortgage or deed or trust of record upon which such parcel at the time such claim of lien hereunder is filed, and given in good faith and for value shall be prior to the membership fee lien.

23. Any person purchasing any of said lots under an agreement of sale, real estate contract, or a land purchase contract shall be deemed the owner of said parcel for the purposes of this agreement and shall be the member of the Association in regard to said parcel.

24. This Declaration, and each and every part thereof, is and shall be construed as a covenant running with the land. All conveyances and contracts of sale relating to any of said lots, executed after the recording of this Declaration, are hereby made subject to the condition and covenant that the grantee or vendee therein by the acceptance of such conveyance or contract of sale covenants for himself, his heirs, assigns, executors, administrators and successors in interest that the Association shall have the right, power and authority to do and/or perform and/or enforce any and all of the functions provided for in this Declaration.

25. Notwithstanding anything above to the contrary,

this Declaration of Establishment of Conditions, Covenants, and Reservations affecting real property may be revoked and terminated by a vote of not less than 51% of the members of the Association.

ENFORCEMENT

26. If the owner of any such lots or parts thereof, or the heirs, successors, or assigns of any of them, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person owning any real property situate in the said subdivision to prosecute any proceedings to law or in equity against the person violating or attempting to violate any such covenant and either prevent him from doing so or recover damages for such violation.

27. Invalidation of any one 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.

BREACH OF RESTRICTIONS

28. 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 of trust on said premises made in good faith, but in the case of foreclosure and sale thereunder, the purchaser shall take title subject to all of said restrictions and conditions.

All of the covenants, restrictions, limitations, and conditions hereinbefore set forth, all and singular, shall run with the land and shall be considered as embodied in all deeds, conveyances, encumbrances, and written instruments, hereafter made or executed by said owner or their heirs, successors, and assigns and shall have the same force and effect as if embodied therein and made a part thereof.

IN WITNESS THEREOF, the Declarant has executed this Declaration on the 21st day of November, 1972.

ATTEST:

CITIZENS MORTGAGE AND INVESTMENT COMPANY

Howard V. Schow
SECRETARY

BY: Gary S. Harris
PRESIDENT

STATE OF UTAH)
 : ss
COUNTY OF WEBER)

On the 21st day of November, 1972, personally appeared before me GARY S. HARRIS and HOWARD V. SCHOW, who being by me duly sworn, did say that they are the President and the Secretary respectively of Citizens Mortgage and Investment Company, a corporation and that said instrument was signed in behalf of said corporation by authority of a resolution of its board of Directors and the said GARY S. HARRIS and HOWARD V. SCHOW

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acknowledged to me that said corporation executed the same



Joseph Anderson

NOTARY PUBLIC
Residing at Ogden, Utah
My Commission Expires: 3/1/76

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