

BOOK "18" OF MISCELLANEOUS, DUCESNE COUNTY, UTAH

ENTRY NO. 131743

DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned SECURITY TITLE COMPANY, a corporation, as Trustee, being the owner of all the following described premises situate in Duchesne County, Utah, to wit:

Lots One (1) through Six Hundred Fifty Five (655), Inclusive, PINON RIDGE, UNIT ONE, a subdivision of Duchesne County, Utah, according to the Plat of Record in the Office of the Duchesne County Recorder in Book 17, Misc. Page 524 through 527;

and desiring to establish the nature of the use and enjoyment thereof, does hereby declare said premises subject to the following express covenants, stipulations and restrictions as to the use and enjoyment thereof, all of which are to be construed as restrictive covenants running with the title to said premises and with each and every part and parcel thereof, to-wit:

1. Lots designated as Lots 1 through 655 in said subdivision shall be known and described as residential lots and shall be limited to one single family dwelling unit.

2. No lot shall be used for any purpose, business or activity which may be or become a nuisance or offensive, injurious, unwholesome or dangerous to any other lot or property in said subdivision. Said lots shall not be subdivided into any smaller area than that shown by the aforesaid Plat.

3. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean, dry and sanitary condition.

4. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose.

5. No advertising signs (EXCEPT "For Rent" and "For Sale" signs), billboards, unsightly objects or nuisance shall be erected, placed or permitted to remain on any of said lots, nor shall the premises be used in any way or for any purpose which may endanger the health or unreasonably disturb the holder of any lot.

6. No building shall be erected, maintained, or placed closer than 10 feet from the front line nor closer than 10 feet from any side or rear line; provided, however, that a garage may be placed not closer than 3 feet from the side line or rear line, excepting where such line shall form the line of a side street, in which event a 10 foot setback will be observed. In the event more than one lot is used as a single building site, the exterior boundaries of such combined property shall be deemed to be the lot lines for the purposes hereof.

Deeds of conveyance of said property, or any part thereof, may contain the above restrictions by reference to this document, but whether or not such reference is made in such deed, each and all such restrictive covenants shall be valid and binding upon the respective grantees.

Violation of any one or more of such covenants may be restrained by any court of competent jurisdiction and damages awarded against such violator; PROVIDED, HOWEVER, that a violation of these restrictions, or any one or more of them, shall not affect the lien of any mortgage now of record or which may be placed of record upon said lots or any part thereof.

ENTRY NO. 131743 DATE 1/22-27-63 TIME 3:10 P.M. BOOK 18 PAGE 524-527
FEE \$ 0.00 RECORDED AT REQUEST OF Security Title Co.
DUCESNE COUNTY RECORDER
Mark French

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

IN WITNESS WHEREOF, the Security Title Company, as Trustee, has hereunto caused its corporate name to be signed, and the same to be attested by the signature of its duly authorized officer, this 24th day of December, 1963.

SECURITY TITLE COMPANY

By Robert C. McAuliffe
By A. D. Wright

ATTEST:

Richard J. Bell

STATE OF UTAH }
 } ss
COUNTY OF SALT LAKE }

On the 24th day of December, A. D. 1963, personally appeared before me Robert C. McAuliffe and L. R. Wright, who being by me duly sworn did say, each for himself, that he, the said Robert C. McAuliffe is the Vice-President, and she, the said L. R. Wright is the Vice-President of SECURITY TITLE COMPANY, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said Robert C. McAuliffe and L. R. Wright each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

Richard J. Bell
Notary Public
Residing at Salt Lake City, Utah
My commission expires 12/22/64

