

INDEXED: \_\_\_\_\_  
 GRANTOR: J  
 GRANTEE: J  
 LITIGATION: \_\_\_\_\_  
 ABSTRACTED: \_\_\_\_\_  
 LITIGATION: \_\_\_\_\_

Entry No. <u>132492</u>	Book <u>M 81</u>
RECORDED <u>7-7-76</u>	at <u>4:40 PM</u> Page <u>685-88</u>
SUBJECT of <u>Pine Mountains</u>	
BY	WAHDA Y. SPRIGGS, SUMMIT CO. RECORDER
\$ <u>5.50</u>	By <u>Wanda Y. Spriggs</u>
INDEXED _____	ABSTRACT _____

**RESTRICTIVE COVENANTS  
 OF  
 PINE MOUNTAIN NO. 6 SUBDIVISION PLAT "B"  
 AND  
 PINE MOUNTAIN NO. 6 SUBDIVISION PLAT "C"  
 IN SUMMIT COUNTY, UTAH**

WHEREAS, Pine Mountains, Inc., a Utah Corporation, herein-after referred to as "the corporation", is the owner of the following described property situate in Summit County, Utah, to-wit:

All of Lots 731 to 784, both inclusive, Pine Mountain No. 6, Subdivision Plat "B" according to the official plat thereof recorded in the office of the County Recorder of Summit County, and

All of Lots 785 to 797 both inclusive Pine Mountain No. 6 Subdivision Plat "C" according to the official plat thereof recorded in the office of the County Recorder of Summit County.

And, WHEREAS, said corporation has subdivided said land into residential lots and streets as designated in said Plats of "B" and "C" of Pine Mountain No. 6, subdivisions according to the official plats thereof, and desiring to place restrictions against the title to said land, in order to protect the natural beauty and to develop a harmonious and well-regulated home area, and for the benefit and protection of the present owners of the property and future owners of the various tracts and lots therein.

NOW THEREFORE, the following restrictions, and requirements are hereby created and declared to be covenants running with the land herein above described; and the undersigned corporation, owner of said land does hereby declare that the above described land is to be held and hereafter conveyed subject to the following restrictions, reservations and requirements.

1. Each and every lot herein shall be known and is hereby designated as a "Residential Lot" and no structure shall be erected, altered, placed or permitted to remain on any such "Residential Lot" other than one single family dwelling not to exceed two stories in height above front street and a private garage for not more than three automobiles.

BOOK M 81 PAGE 685

2. No building shall be erected, placed or altered on any building lot in this subdivision until the building plans, specifications and plot plan showing the location of such building on the lot have been approved in writing by the corporation, including the conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation.

3. No trailer, basement, tent, shack, garage or other outbuilding shall be placed or erected in, upon or about any of said residential lots at any time or used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence. No structure shall be placed upon any residential lot for use as a residence unless it meets with the approval of the corporation, such approval to be given in writing.

4. No noxious or offensive trade or activity shall be carried on upon any residential lot or any part or portion thereof, nor shall anything be done thereon which may become an annoyance or nuisance to the occupants of the remaining residential lots. This subdivision is not intended to be divided and it shall not be used for any commercial purpose.

5. All dwelling houses erected on the premises hereby conveyed shall have inside plumbing and shall have a septic tank in connection therewith. No outbuildings shall be constructed or used for waste or sewage purposes.

6. No dwelling, house or garage shall be erected or placed on any of said residential lots nearer than thirty feet from the exterior line of said premises and twenty-five feet from the roadway, except with prior written approval of the corporation. All lots are subject to a twenty-five foot right of way for roads and the rear ten feet as easement for utilities.

7. Each lot covered hereby is subject to rights of way for road purposes and easements for utilities as presently established or as shown on the official recorded plat of this subdivision and herein stated.

8. No animals or fowls shall be kept, raised or housed upon any lot or tract, except the usual house pets, such as dogs and cats.

9. No commercial business of any description shall be conducted upon said premises, or in connection therewith.

10. The lot owner shall provide closed containers for garbage, paper and other waste, and will not permit the same to accumulate on the property. The lot owner shall periodically transport said waste to a central garbage storage and pickup area designated by the corporation and the cost of the removal and disposal of said garbage shall be proportionately paid by all lot owners who have constructed a residence on their respective lots.

11. All lots or tracts shall be maintained in their original size and shape and no lot or tract shall be divided, or partitioned, or subdivided. All trees, timber, natural vegetation and soil shall be left in place, except when removal is necessary for the construction of a residence and garage.

12. No signs, billboards or advertising structures may be erected or displayed on any of the residential lots or parts or portions of said residential lots except that a single sign, not more than three by five feet in size, advertising a specific lot or house and lot for sale or rent, may be displayed on the premises affected.

13. No trash, ashes, or any other refuse may be thrown or dumped on any residential lot or any part or portion thereof.

14. If the parties now claiming any interest in said residential lots, or any of them, or their successors, grantees, personal representatives or assigns, shall violate or attempt to violate any of the covenants and restrictions herein contained, it shall be lawful for Summit County and/or any person or persons, firm or corporations owning or having an interest in said subdivision property to prosecute by appropriate legal action such party or parties so violating or attempting to violate any such covenant or covenants and/or restrictions, to either prevent him or them from so doing or to recover damages, or seek other relief for such violation or violations as provided by law.

15. Invalidation of any one of the covenants and restrictions hereinabove set forth by judgment or court order or other official decree, shall in no wise effect any of the other provisions hereof which shall remain in full force and effect until twenty-five years from the date hereof.

Dated this 16 day of June 1976.

PINE MOUNTAINS, INC.

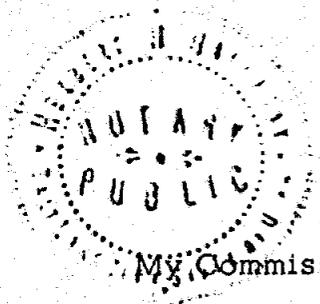
By Howard E. Stevens

BOOK 81 PAGE 687

STATE OF UTAH

COUNTY OF SALT LAKE

On the 16<sup>th</sup> day of June, 1976, personally appeared before me Howard E. Stevens, who being by me duly sworn did say, that he, the said Howard E. Stevens, is the president of Pine Mountains, Inc., 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 Howard E. Stevens duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.



Howard E. Stevens  
Notary Public  
Residing at Salt Lake City, Utah

BOOK 81 PAGE 688