

RESTRICTIVE COVENANTS FOR  
MOUNTAIN VIEW ESTATES

ENTRY NO. 173176 DATE 6-1-94 TIME 15:22 FEE 116.00  
RECORDED FOR FOUNDERS TITLE BOOK 279 PAGE 143-151  
RECORDER JOE DEAN HUBER BY PEGGY SULSER

PAGE  INDEX ( ) ABSTRACT ( ) PLAT ( ) CHECK ( )

TO WHOM IT MAY CONCERN:

WHEREAS, the undersigned is the legal and beneficial owner of a certain tract of land situated in Wasatch County, State of Utah, described as follows:

BOUNDARY DESCRIPTION

Commencing at the centerline intersection of Heber City streets: 500 East and 400 North marked by a found centerline monument per the Neilson and Maxwell Heber City survey of October 1970; thence along the centerline of 400 North S89°14'00"E a distance of 273.57 feet to the centerline intersection of 400 North and 550 East; thence continuing along said centerline S89°14'00" E a distance of 221.43 feet to the centerline of 400 North and 600 East; thence N18°27'10"E a distance of 43.30 feet to the true point of beginning;

Thence N89°14'00"W along the northerly right of way line of 600 North a distance of 56.00 feet;

Thence North 03°12'51"E a distance of 156.41 feet to the beginning of a tangent curve, concave to the southeast and with a radius of 71.0 feet;

Thence N03°12'51"E a distance of 45.84 feet;

Thence N89°54'21"W a distance of 21.92 feet;

Thence N02°59'42"E a distance of 128.36 feet;

Thence N89°14'00"W a distance of 197.67 feet; to the East right of way line of 550 East street;

Thence N00°34"E along said right of way a distance of 66.00 feet;

Thence S89°14'00"E a distance of 215.70 feet;

Thence N00°46'00"E a distance of 115.53 feet;

Thence S89°52'15"E a distance of 500.03 feet;

Thence N02°33'45"E a distance of 614.01 feet;

Thence N89°11'47"E a distance of 53.40 feet;

Thence N01°00'48"E a distance of 5.20 feet;

Thence N89°28'20"E a distance of 380.79 feet;

Thence N89°56'46"E a distance of 829.72 feet;

Thence S89°23'58"E a distance of 266.00 feet;

Thence S00°32'53"W a distance of 527.20 feet;

Thence S00°16'44"W a distance of 635.81 feet;

Thence N89°41'42"W a distance of 721.23 feet;

Thence N89°10'06"W a distance of 449.84 feet;

Thence N88°57'55"W a distance of 239.82 feet;

Thence N02°58'49"E a distance of 15.71 feet;

Thence N89°32'23" a distance of 655.46 feet;

Thence S03°12'51"W a distance of 71.42 feet; to the point of beginning.

Containing 47.59 acres.

WHEREAS, the undersigned is about to sell the property described heretofore, which it desires to subject, pursuant to a general plan of improvement, to certain restrictions, conditions, covenants and agreements between the several purchasers of said property themselves as hereinafter set forth:

NOW THEREFORE, the undersigned declares that the property described heretofore is held and shall be sold, conveyed, leased, occupied, resided upon, hypothecated and held subject of the following restrictions, conditions, covenants and agreements between itself and several owners and purchasers of said property and between themselves and their heirs, successors and assigns:

1. **MUTUAL AND RECIPROCAL BENEFITS, ETC.:** All of said restrictions, conditions, covenants and agreements shall be made for the direct and mutual and reciprocal benefit of each and every lot created on the above described property and shall be intended to create a mutual and equitable servitude upon each of the said lots in favor of each other lot created on the aforesaid property and to create reciprocal rights and obligations between the respective owners of all the lots so created and to create a privity of contract and estate between the grantees of said lots, their heirs, successors and assigns, and shall, as to the owners of each lot in said tract, their heirs, successors and assigns, operate as covenants running with the land for the benefit of all other lots in said tract.

2. **PERSONS BOUND BY THESE RESTRICTIONS AND COVENANTS:**  
All covenants and restrictions herein stated shall run with the land and all owners, purchasers or occupants thereof shall be acceptance of contracts or deeds be conclusively deemed to have consented and agreed with the present and future owners of said land and with his or their successors and assigns to conform to and observe the following covenants, restrictions and stipulations as to the use thereof and construction of residences and improvements thereon for a said period from the date hereof to January 1, 2020, at which time said covenants and restrictions shall be automatically extended for successive period of 10 years, unless, by a vote of majority of the then owners of the said lots, it is agreed to amend or release said covenants in whole or in part by an appropriate agreement in writing specifying the restriction[s] amended or released and by filing said agreement with the office of the Wasatch County Recorder. Provided, however, any amendment or release regarding paragraph three shall require a unanimous vote. Notwithstanding the above-described provision for releasing restrictions from the property, the covenants and restrictions contained herein respecting raising or otherwise changing the height of the grade and identified as paragraph 13.C.2 of these covenants and restrictions shall not be amended or released at any time.

3. LAND USE AND BUILDING TYPE: No lot shall be used except for residential and related purposes. No building shall be erected, altered, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two [2] stories [or thirty [30] feet in height if a one story building] and a private garage for not less than [2] vehicles. Every detached single-family dwelling, exclusive of garages and open porches, erected on any one of the above described residential lots shall have a minimum area above the ground of 1,200 square feet. Garages shall be required rather than carports. All construction shall be new materials except for approved "used brick".

4. MOVING OF STRUCTURES: No structure of any kind shall be moved from any other place to the property. Except for pre-built new storage buildings used for on site storage of maintenance equipment.

5. DILIGENCE IN BUILDING: When the erection of any residence or other structure is once begun, work thereon must be prosecuted diligently and completed within 270 days. No building shall remain incomplete for any reason for a period in excess of nine [9] months from the date the site excavation commenced.

6. TEMPORARY STRUCTURES: No trailer, basement, tent, shack or other out-building shall be placed upon or used at any time within said subdivision as a temporary or permanent residence.

7. NUISANCES:

A. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which be of annoyance or nuisance to the neighborhood.

B. No barn, coop, shed, sty or building of any type shall be constructed for any purpose of housing pigs, cows, sheep, goats, horses, poultry, or any other livestock, and none of the foregoing shall be kept, maintained or permitted at any place within the limits of the subdivision, excepting a reasonable number of common household pets. Pets shall at all times be under proper control and supervision of their owners.

C. No storage of any materials, equipment or vehicles, including boats, of any nature is permitted in the front yard or side yard portion of any lot, except that regularly used passenger cars and light pick-up trucks may be parked upon driveway areas. Recreational vehicles may be parked on concrete slabs within setbacks.

D. Except for signs displayed by the developer during construction and lots period, no signs, other than name plates, shall be displayed to the public view on any lot except one sign not exceeding 2.5 square feet advertising the sale of lot.

E. There shall be no oil drilling, mining, quarrying or related operations of any kind permitted upon any lot.

F. No rubbish shall be stored or allowed to accumulate anywhere in said subdivision, except in sanitary containers.

G. No external radio, citizens band, ham radio or any other transmitting and/or receiving antennas or equipment shall be placed upon any structure or lot; provided, however, a television satellite dish be placed on structure.

H. No residence shall be occupied until the same has been substantially completed in accordance with its plans and specifications, and until c/o is received by the building inspector.

I. No stripped down, partially wrecked, or junk motor vehicles, or sizable part thereof, shall be permitted to be parked on any street in the subdivision or on any lot.

J. No storage of fuel installed outside any building in the subdivision shall be allowed. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed underground, screened, or placed and kept as not to be visible from any street within the subdivision at any time except during refuse collections.

K. No outdoor clothes poles, clothes lines and similar equipment shall be permitted unless screened by fences or structures so as not to be visible from the roads to the subdivision.

L. All lots, whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in such a manner as to prevent their becoming unsightly by reason unattractive growth on such lot or the accumulation of rubbish or debris thereon.

M. Any dwelling or out building on any lot which may be destroyed in whole or part by fire, windstorm or for any other cause or act of God must be rebuilt or all debris removed and the lot restored to a sightly condition with reasonable promptness, provided, however, that in no event shall such debris remain longer than sixty [60] days.

N. No trash, ashes, garbage or other refuse shall be dumped or stored or accumulated on any lot in subdivision. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted.

O. Only U.S. government-approved mailboxes shall be installed on any lot.

P. All lot owners shall properly maintain their lots during the construction period so as to insure no "spoils" from construction or any other debris are to be permitted to locate on adjoining lot or any public right of way. Lot owners shall take whatever action is necessary to prevent run-off to and resultant erosion of adjoining public or property. Lot owners agree that the other lot owners shall be empowered to clean up any adjoining public or private property resulting from activities of lot owners, his builder or any other person employed or otherwise controlled by owner and record a mechanic's lien against the owners property to secure the repayment of all sums expended by the Committee or the undersigned in cleaning up and removing such "spoils" and debris from adjoining public or private property if same is not voluntarily cleaned up and removed by the owner within 48 hours of written notice from the lot owners identifying the required clean up and remove work.

Q. All driveways, porches, and other "FLAT" concrete work shall be completed at time of certificate of occupancy or no later than May 1, of the following season if weather does not permit completion.

8. EASEMENT: Such easements and rights of way shall be reserved to the undersigned, its successors and assigns, in and over said real property for the erection, construction and maintenance, and operation therein or thereon of drainage pipes or conduits and pipes, conduits, poles, wires and other means of conveying to and from lots in said tract, gas, electricity, power, water, telephone and telegraph services, and other things for convenience to the owners of lots in said tract, as may be shown on the subdivision plat. An easement and right-of-way is hereby reserved to the undersigned and to Wasatch County for maintenance and upkeep of all roads and all legal right-of way within the subdivision. No structures of any kind shall be erected over any such easements except upon written permission of the undersigned, its successors or assigns, or Wasatch County if applicable.

9. SET-BACK REQUIREMENTS PER HEBER CITY BUILDING CODE: To retain desired separation of buildings on adjacent lots, yet to eliminate undesirable rigidity in the pattern of dwellings created by ordinary setback lines, and to encourage greater opportunity for individual freedom for development of the lots, the following guidelines are set.

10. The following architectural guidelines shall apply to all lots in the Mountain View Estates Subdivision:

A. The exterior material of all homes shall be either wood, siding, stucco, brick, or stone. The roofing materials shall be either wood shingles, composition shingles, or tile roofs in natural colors or metal roofs. The use of natural earth tones shall be encouraged, along with the use of wood and stone materials. The use of bland unpainted concrete or blocks and painted or unpainted metals is prohibited on exterior surfaces. If siding is used in the front, a wainscot must be used, in the form of wood, stucco, brick for the front area facing the street; on corner lot, the two street fronting areas must use wainscotting. Log homes will be permitted providing such a home is built by a licensed and bonded contractor.

B. Landscaping to be completed within one [1] year of certificate of occupancy on all yards fronting streets.

C. The direction which homes on corner lots shall face will be determined by setback and Heber City Building Department.

D. Fence shall be constructed in coordination with the general architecture and character of surrounding area. The materials used shall be the same as or similar to those used in the building of the homes, and should compliment the architecture of the home. No fence shall exceed a height of six [6] feet.

E. Some form of exterior lighting shall be required for each lot in order to provide neighborhood lighting on the whole. Lighting of residential house number shall be encouraged to insure night time visibility; a front front porch light is compliance.

F. ENFORCEMENT: The lot owners may institute in its own name any suit or suit necessary in order to obtain a decree for specific performance or any restraining order necessary under these agreements. Should any suit be instituted, the affected lot owner or owners agree that if the court finds in the plaintiff's favor such lot owner or owner shall pay reasonable attorney's fees for the plaintiff's attorney as such fees may be fixed by the court.

G. VIOLATIONS OF RESTRICTIONS, PENALTIES: Violation of any of the restrictions, conditions, covenants or agreements herein contained shall give the undersigned, their successors and assigns, the right to enter upon the property upon or as to which said violation or breach exists, and to summarily abate and remove at the expense of the owner, and erection , thing or condition that may be or exist thereon contrary to provisions hereof, without being deemed guilty or trespass. The result of every action or omission whereby any restriction, condition, covenant or agreement is violated, in whole or in part, is hereby declared to be and constitute a nuisance and every remedy allowed by law against a nuisance, either public or private, shall be applicable against such result. Such remedy shall be deemed cumulative and not exclusive.

H. ACCEPTABLE OF RESTRICTIONS: All purchasers of property described above, by acceptance of contracts or deed for every lot shown therein, or any portion thereof, shall be conclusively deemed to have consented and agreed to all restrictions, conditions, covenants and agreements set forth.

I. EFFECT OF WAIVER OF BREACH OR FAILURE TO ENFORCE: Each and all of the covenants, conditions, restrictions and agreements contained herein shall be deemed and construed to be continuing, and the extinguishment of any right of re-entry or reversion for any breach shall not impair or affect any of the covenants, conditions, restrictions or agreements, so far as any future or other breach is concerned. It is understood and agreed by and between the parties hereto that no waiver of a breach of any of the covenants, conditions, restriction, and agreements; nor shall failure to enforce any one of such restrictions, either by the forfeiture or otherwise, be construed as a waiver of any other restriction or condition.

J. SEVERABILITY: Invalidation of any one or any portion of any one of these covenants and restrictions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

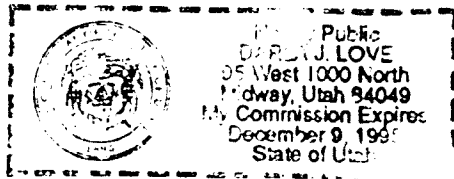


Signed:

Nick Berg

Date:

5/26/94



State of Utah            )  
   S  
 County of Wasatch    )

On this 26<sup>th</sup> day of May in the year 1994, before me  
Darla J. Love, a notary public,  
 personally appeared Nick Berg Personally  
 known to me (or proved to me on the basis of satisfactory  
 evidence) to be the person whose name is subscribed to  
 this instrument, and acknowledged that he executed it.

Witness y hand and official seal.

Darla J. Love  
 Notary Public

December 9, 1995  
 My Commission Expires