

4228

VISTA VAL VERDE RANCHES

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS

WHEREAS, it is proposed to set up an area of land hereinafter described for a residential district, and,

WHEREAS, it is proposed that said district and section of land shall have a protective covenants applying to and running with said land, and building upon all parties, their heirs, successors and assigns,

NOW THEREFORE: The signers hereto in consideration of their mutual promises and in consideration of covenants herein made do severally agree to and with each other as to the following described property:

Beginning at a point 3177.13 feet East and 719.22 feet North of the West quarter corner of Section 19, Township 6 South, Range 3 East of the Salt Lake Base and Meridian; thence North 3° 42' East 212.15 feet; thence North 0° 48' West 118.70 feet; thence North 89° 12' East 499.86 feet; thence South 0° 48' East 88.25 feet; thence South 63° 56' West 190.60 feet; thence around the Arc of a 40 foot radius Curve Southwesterly 44.33 feet; thence South 0° 48' East 126.7 feet; thence South 89° 12' West 319.21 feet to beginning.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1979, at which time said covenants shall be automatically extended for successive periods of 10 years unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

If the parties hereto, or any of them, or their heirs or assigns, shall violate, or attempt to violate, any of the covenants herein, it shall be lawful for any other person, or persons, owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person, or persons, violating, or attempting to violate, any such covenant and either to prevent him or them from doing so or to recover damages, or other dues, for such violation.

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.

(A) LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed one-story in height and a private garage for not more than two cars, and where lots exceed 1/2 acre, other small farm buildings, not of a business nature.

(B) ARCHITECTURAL CONTROL. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in Part I, and J.

(C) DWELLING QUALITY AND SIZE. No dwelling shall be permitted on any lot unless the quality of workmanship and materials is substantially the same or better than that which can be produced on the date these covenants are recorded. The ground floor area of the main structure, exclusive of one-story-open porches and garages, shall be not less than 800-square feet,

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(D) BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 20 feet to the front lot line. No building shall be located nearer than 6 feet on one side and 12 feet on the other to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 100 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 50 feet to the rear lot line. For the purposes of this covenant eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot. 50

(E) LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot other than as platted, except by approval of the architectural committee and the county planning board.

(F) EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot.

(G) NUISANCES. No noxious or offensive activity 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.

(H) TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

(I) MEMBERSHIP. The architectural control committee is composed of Delmar C. Kenner, W.J. Kenner, and Frank S. Dain. A Majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

(J) PROCEDURE. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

(K) ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation of to recover damages.

(L) SIGNS. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

(M) OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designated for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

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(N) GARBAGE AND REFUSE DISPOSAL. 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 and sanitary condition.

(O) SEWAGE DISPOSAL. No individual sewage-disposal system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with standards and requirements which are substantially equal to or exceed the minimum requirements for such systems as issued by the Federal Housing Administration in connection with the insurance of mortgages covering property in this state and in effect on the date such system is constructed. Approval of such system shall be obtained from the health authority having jurisdiction.

IN WITNESS WHEREOF, the said owners of the hereinabove described property to be known as VISTA VAL VERDE RANCHES, HAVE CAUSED THEIR NAMES TO be hereunto subscribed on this 14th day of April, 1954.

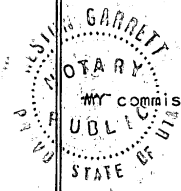
LIVABLE HOMES COMPANY

By: Richard C. Stinner
Partner
Wilford R. Stubble
Hannah Pearl Stubble

STATE OF UTAH)
: ss
COUNTY OF UTAH)

On this 14th day of April, 1954, personally appeared before me the above signers of the foregoing Covenants who duly acknowledged to me that they executed the same.

Wesley Garrett
Notary Public
Residing at: Provo, Utah



SECURITY TITLE & ABSTRACT CO.
APR 15 - 2 43 PM '54
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THE LMA VEST UTAH COUNTY RECORDER
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