

Entry No. 85294 Recorded at request of Security Title Co. Fee 6.50
 Date NOV 14 1963 at 4:56 P.M. Wayne C. Whiting Wasatch County Recorder
 By Mary S. Chipman Deputy. Book 47 Page 287-291

RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

Security Title Company, Trustee, a Corporation of Utah, the owner of the following described property situate in the County of Wasatch, State of Utah, to-wit:

Tracts 1 to 64, inclusive, WASATCH VIEW ACRES, a Subdivision, according to the Official Plat thereof, recorded in the Office of the County Recorder of Wasatch County, Utah.

In consideration of the premises and as part of the general plan for improvement of said property, does hereby declare the property hereinabove described subject to the restrictions and covenants herein recited.

1. Benefits and burdens of these covenants and restrictions shall run with the land and all persons and corporations who now own or shall hereafter acquire any interest in the land hereinabove described shall be taken and held to agree and covenant 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 and restrictions as to the use thereof and construction of residence thereon for a period from the date hereof to a date 25 years from the date that these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years, unless an instrument signed by a majority of the then owners of the plots has been recorded agreeing to change said covenants in whole or in part.

2. No commercial, industrial, business or enterprise of any kind or nature shall be carried on or upon said premises. No plot shall be used except for urban residential purposes. No building shall be erected, altered, placed, or permitted to remain on any plot other than one detached single-family dwelling, one guest house, private garage and such other buildings, shed or garden tools or other structures which the Architectural Control Committee approves in advance. No plot shall be divided or re-subdivided into smaller plots or parcels, except with the approval of the Architectural Control Committee. No trash, ashes, or any other refuse may be thrown or dumped on any such plot or on any adjoining land owned by William H. Thayne, Ray Seavers or D. Eugene Moench, except as permitted by the Architectural Control Committee in advance.

3. The land in this subdivision shall be maintained and preserved in its original and natural conditions, so far as possible. All trees, timber, natural vegetation and soil shall be left in place, except when removal is necessary for the construction of a dwelling or other improvement, all of which must be authorized and approved by the Architectural Control Committee referred to below.

4. No building shall be erected, placed or altered on any plot 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 conformity and harmony of external design with existing structures in the subdivision, as to location of the building with respect to topography and finished ground elevation, and as to size and value. No fence, hedge or similar obstructions shall be erected, placed or altered on any plot unless similarly approved.

5. No dwelling shall be permitted on any plot at a cost of less than \$3,000.00, exclusive of plot, based upon cost levels prevailing on the date these covenants are recorded. It being the intention and purpose of this covenant to insure that all structures be of a quality of workmanship and materials substantially the same of that which can be produced at the minimum cost set herein.
6. No building or other structure shall be located on any plot nearer than 10 feet from any property line of any such plot except as approved in advance by the Architectural Control Committee.
7. No noxious or offensive activities shall be carried on upon any plot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
8. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any plot at any time as a residence, either temporary or permanent, without first obtaining prior written permission of the Architectural Control Committee.
9. No sign, billboard, or advertising structure of any kind shall be erected or displayed on any plot except the "For Sale", "For Rent" or "For Lease" sign of a size not to exceed more than one square foot, except a sign of not more than six square feet advertising the property for sale or rent used by the builder or subdivider to advertise the property during the construction and sales period.
10. In conjunction with any residence built upon any such plot, such residence is required to have a sewage disposal system constructed conforming to the requirements of the Utah State Department of Health.
11. Each plot shall have and be subject to an easement thirty feet wide all as shown on the recorded plat, for ingress and egress of all the plot owners and their guests. The system of roadways within this subdivision as shown on the recorded plat shall remain private roadways and will not be dedicated to Wasatch County for public use without the consent of the majority of the plot owners.
12. An easement for the installation and maintenance of utilities is hereby reserved on each plot, the location of which shall be as shown on the recorded subdivision plat or at such other location determined by the Architectural Control Committee, as being necessary and convenient, provided however, that the same shall not unreasonably interfere with the individual plot owners use and enjoyment of his property.
13. The Architectural Control Committee is composed of William H. Thayne, Ray Seavers and D. Eugene Moench. In the event of the resignation or death of any member of said committee, the remaining members shall have full authority to approve or disapprove or to grant or refuse to grant permission as specified in these covenants, or to designate a representative with like authority. Neither the members of such committee or its designated representative shall receive any compensation for services performed pursuant hereto. In the event of the resignation or death of any members or member of such committee the remaining member or members of such committee may at their option appoint a successor on such committee for such member. The Committee's approval or disapproval, or grant of permission or refusal of grant of permission shall be in writing. In the event such committee or its designated representative fails to approve or disapprove within 30 days or to grant or refuse permission within 30 days after request, approval or grant of permission will not be required and this covenant shall be deemed to have been fully complied with.

14. Each plot owners shall automatically be a member of an association composed of all of the owners of the plots in this subdivision. Said association shall meet for the first time when any three or more members shall mail a notice to every member at his last known address, stating the time and place of the first meeting and a general statement of the business to be transacted. This notice shall be mailed at least fifteen (15) days before but not more than twenty-five (25) days before the date of said first meeting. Officers shall be elected at the first meeting of the association by a majority vote, each plot being entitled to one vote and such business shall be transacted as properly comes before it. It shall be one of the duties of the association to provide for the maintenance, repair, surfacing or alteration of the private roadway system within the subdivision. No officer shall be entitled to compensation for the discharge of the duties of his office and this operation of the association shall be on a non-profit basis. The association shall have the power to assess and collect monies from each plot owner on a fair and equal basis, as agreed to by a majority of the members, to meet its administrative expenses and to accomplish any of the above or such other improvements as are approved by a majority vote of the members. In the assessing and collecting of monies the association shall have the same power and authority as a governmental unit, including the right to sell any plot for non-payment of any lawful assessment and tax.

15. If any owners of any plot, or their successors or assigns, shall violate or attempt to violate any such covenants or restrictions herein the then property owners individually or collectively, and the members of the Architectural Control Committee, individually or collectively, shall have the right to prosecute any proceedings at law or in equity against the person, firm, or corporation so violating or attempting to violate any such covenants or restrictions and either prevent him from so doing or to recover damages or other dues for such violation. Any person owning an interest in a plot in this subdivision, his heirs, successors, grantees, personal representatives, or assigns, who violate or attempt to violate any of the covenants and restrictions contained herein, does hereby agree to pay all costs of enforcing these Protective Covenants and Restrictions, whether or not suit is filed and including the payment of a reasonable attorney's fee.

16. Invalidation of any one of these covenants in whole or in part, by judgment or court order or otherwise, shall not affect the validity of any of the other provisions not so invalid and such provisions shall remain in full force and effect.

Ray Seavers
Ray Seavers
William H. Thayne
William H. Thayne

D. Eugene Moench
D. Eugene Moench

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN BERNARDINO

On the 9 day of August, A. D., 1963, personally appeared before me Ray Seavers the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

Aileen E. Munson
Notary Public
Residing at: 6248 27th St San Bernardino
My Commission expires: May 24, 1967

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On the 10th day of Sept, A. D., 1963, personally appeared before me D. Eugene Moench, the signer of the foregoing instrument who duly acknowledged to me that he executed the same.

D. Eugene Moench
Notary Public
Residing at: Salt Lake City, Utah
My Commission expires: Oct 12 1964

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On the 10 day of Sept., A. D., 1963, personally appeared before me William H. Thayne, the signer of the foregoing instrument who duly acknowledged to me that he executed the same.

William H. Thayne
Notary Public
Residing at: Forro, Utah
My Commission expires: 11-15-64

STATE OF)
) ss.
COUNTY OF)

On the _____ day of _____, A. D., 1963, personally appeared before me _____, the signer of the foregoing instrument who duly acknowledged to me that he executed the same.

Notary Public
Residing at:
My Commission expires:

APPROVED:

SECURITY TITLE COMPANY, TRUSTEE

By:

Robert C. McAuliffe
L. R. Wright

STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

On the 14th day of November, 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 Pres. and she, is 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 Directions 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.

Robert C. McAuliffe
Notary Public
Residing at: Salt Lake City, Utah
My Commission expires: 1-14-67

