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DECLARATION OF PROTECTIVE COVENANTS
FOR
SOLDIER CREEK ESTATES IN WASATCH COUNTY

THE OWNER OF THE ABOVE NAMED PROPERTY IS V. A. MAHONEY OF HEBER CITY, UTAH.

The Grantor hereby makes and declares the following limitations, restrictions and uses upon and of such real property as restrictive and protective covenants running with the land, and binding upon all future owners of any part of said property.

GENERAL PURPOSE: These covenants are made for the purpose of creating and keeping the sub-division, insofar as possible, desirable, attractive and a place for the enjoyment of the many recreational opportunities of the area...To protect the property owners against loss of value due to those things which might be undesirable, to guard against fires and hazards, and to benefit and protect the owners of property in the sub-division.

1. LOT SIZE. All lots in the sub-division are a minimum of one acre.
2. BUILDING LOCATION. All dwellings shall be set back from the main road a minimum of thirty {30} feet and shall have a minimum of fifteen {15} feet of clearance from all other property lines.
3. SIZE AND VALUE. No dwelling shall be less than 500 square feet and no mobile home unit shall be smaller than 8 x 40 feet. They shall have a value of at least \$4,500.00 based on the 1971 values.
4. BUILDINGS ALLOWED. Week-end cabins, summer homes and self-contained mobile homes of approved quality will be allowed.
5. LOCATION. All buildings are to be placed in an attractive manner that will not detract from adjacent properties..A plot plan showing the location of the building, together with a plan of the building itself, or photographs identifying the building shall be submitted before construction is begun or building is located.
6. MAINTENANCE. All dwellings are to be maintained in a manner that will not detract from the area or depreciate its values. **SEE BOOK 167 PAGE 459**
7. TEMPORARY BUILDINGS. No temporary buildings will be permitted without the permission of the grantor or his assigns.
8. OUT-BUILDINGS. No out buildings such as sheds, garages, tool sheds etc. shall be erected until there is first erected a residential dwelling.
9. RESIDENCE RESTRICTIONS. Each lot is restricted to one residence and cannot be sold or divided into smaller parcels.
10. OTHER USES. Visitors and family members visiting the area in campers, trucks, cars, tents etc. will be allowed on a temporary basis only, for a period of not to exceed one week, unless given written permission. If this privilege is abused the property owners association will have the power to issue and enforce further restrictions.

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By Leta C. Carlin Deputy. Book 78 Page 305-7

11. SPEED LIMIT. For the protection of the owners and their families a speed limit of twenty {20} miles per hour is hereby declared.

12. FIRES: No open fires will be permitted in the area unless protected from spreading by a rock barrier or other means.

13. RESIDENTIAL USE ONLY. No dwelling shall have any other use than residential.

14. OIL AND MINERAL RIGHTS. These rights are retained by the grantor and do not pass with the land.

15. NUISANCE AND FIREARMS. No noxious or offensive activity shall be carried on within the sub-division, nor shall anything be permitted which shall constitute a public nuisance or be in violation of State, Federal or Local ordinance. Discharge of firearms in the sub-division is prohibited.

16. CLEANUP OF PROPERTY. If the property is not maintained in a proper way the seller, his assigns, or the property owners association shall so notify said offender, and after thirty {30} days shall have the right to go onto the property and clean, repair or remove those things which are not allowable. Said costs are to be paid by the owner of the lot.

17. JUNK. No junk vehicles, or unlicensed vehicles, or any other materials commonly classified as junk may be stored on the property.

18. WATER. Culinary water is to be supplied at the street side of each lot. Water use is restricted to culinary use only, or the maintenance of trees, shrubs etc, in moderation, lawn sprinkling is not provided for.

19. TIME. The culinary water will be turned into the lines from the 1st day of May through October. Owners using dwelling during winter months must take water with them. A shutoff valve will be installed at each lot so owners can have individual control of their own water system. The seller assumes no responsibility for water lines except the pumps, storage tank and water main.

20. FEES. In order to defray the actual costs of maintaining the water system, a monthly charge will be made, said charge not to exceed \$15.00 for a season. This charge is subject to change to meet actual expenses but such changes that might be necessary will be by agreement with the property owners association.

21. SEWAGE. No dwelling shall be occupied until an approved method of sewage disposal by means of a septic tank and drainfield or seepage pit has been installed by an approved installer and approved and inspected by the Utah State Board of Health. No outdoor privies will be allowed.

22. GARBAGE. Garbage must be kept in metal containers or plastic bags and disposed of according to the county ordinance on garbage.

23. POWER. Electric power will be provided to the main street in the sub-division and run the full length of the said street. Any hookup fees and connection charges must be born by the lot owners. The lot owner agrees that he will connect to the electric power supply as soon as he establishes a dwelling in the sub-division.

24. PERMITS. No building shall be started, or mobile home moved in until a county building permit has been secured.

25. CLUTTERING OF ROADS. Owners should make provision to park their recreational equipment, cars, motor bikes, boats etc. on their own lots in order to avoid restricting and cluttering of the main road.

26. EASEMENTS; Necessary easements will be granted by the lot owners for the maintenance of roads and utilities as needed.

27. ANIMALS. No animals, livestock or poultry of any kind shall be raised, bred or kept in any lot, except that dogs, cats or other household pets may be kept provided they are not for commercial purposes and are properly cared for. Horses for pleasure may be kept by the owners on a temporary basis if fenced in from adjoining properties...No barns or stables are to be built on the lots. Fences must be of good quality and appearance and no barbed wire fences are to be allowed.

28. PRIVATE ROADS. Any road leading from the main road shall be considered a private responsibility of the lot owner and any access costs such as culverts must be born by the lot owner.

29. PROPERTY OWNERS ASSOCIATION TO BE FORMED. A property owners association of three elected property owners shall be organized on the following basis: The committee to serve during the first two {2} years shall consist of Mr. V. A. Mahoney, the seller of the property, together with two {2} lot owners appointed by Mr. V. A. Mahoney..At the end of two years the lot owners shall elect their own committee by vote, having one vote for each lot. These elected property owners shall serve for a period of two {2} years. It shall be their duty to make necessary decisions, to enforce the agreed upon covenants and regulations, to hear grievances, to levy necessary assessments for the maintenance of utilities and common property, and transact any other business that might be in the best interest of the property owners.

30. Mr. V. A. Mahoney, his heirs or assigns, shall be responsible for the maintenance of the roads and water system until such time as it might be agreed to turn same over to the property owners through their elected organization.

31. ACCEPTANCE. In accepting these covenants and restrictions the buyer of a lot agrees that the seller, his assigns, or the Soldier Creek Estates Property Owners Association, shall have full and legal power to enforce the covenants and to stop any and all building or activities which are in violation of the terms of these covenants. Buyer also agrees that any deviation from these covenants must be by permission in writing from the property owners association.

32. It is also agreed that if any of the provisions set forth shall be found to be in violation of any established law, said violation shall not nulify any other restrictions set forth.

V. A. Mahoney
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