

Entry No. <u>117254</u>	Book <u>M 41</u>
RECORDED <u>10-13-72</u> <u>3:30</u> <u>M</u>	Page <u>554-6</u>
REQUEST of <u>David ; K. Richards Co.</u>	
FEE	WANDA Y. SPURGEON, COUNTY RECORDER
\$ <u>4.00</u>	By <u>Wanda Y. Spurgeon</u>
INDEXED	ABSTRACT <u>2300</u> <u>E. 9400</u> <u>S. Sandy</u>

RESTRICTIVE COVENANTS

84070

OF

MOUNTAIN VALLEY RANCH

A SUBDIVISION IN SUMMIT COUNTY, UTAH

WHEREAS, David K. Richards and Company, a Utah corporation, hereinafter referred to as "The Corporation," is the owner of the following described property situated in Summit County, Utah, to-wit:

Mountain Valley Ranch, a Subdivision of Summit County, according to the official plat thereof 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 Plat of Mountain Valley Ranch, a subdivision officially recorded as above set forth, 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 of future owners of various tracts and lots therein,

NOW, THEREFORE, the following restrictions, reservations, and requirements are hereby created and declared to be covenants running with the land hereinabove 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, without written permission of the Corporation, or its agent. Any other building or structure may be built only with written permission.
2. No building shall be erected, placed or altered on any building plot 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, or its agents, 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. ~~Trails~~ <sup>Trails</sup> built on lots #5, #6, #25, #26, #27, #28, #31, #32, #33, #34 shall be constructed behind the natural tree line, unless written permission is obtained from the Corporation to do otherwise.
3. No trailer, basement, tent, shack, garage, or other outbuilding erected in, upon or about any of said residential lots shall at any time be 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 on 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 for and it shall not be used for a 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 30 feet from the exterior line of said premises, except with prior written approval of the Corporation or its agents.

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

8. No animals or fowls shall be kept, raised or housed upon any lots or tract, except the usual house pets, such as dogs and cats. Horses may be kept temporarily on said lots during time owners are occupying their homes, but only with written permission of the Corporation or its agent and then only if the conditions and standards as set forth by the Corporation for the mutual benefit of the lot owners are met.

9. The lot owner shall provide closed containers for garbage, paper and other waste, and will not permit the same to accumulate on the property.

10. All lots or tracts shall be maintained in their original size and shape, and no lot or tract shall be divided, subdivided or partitioned, without written permission of the Corporation or its agent.

11. 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.

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

13. Roofs on the buildings constructed on said lots shall be of wooden shingles, composition shingles if they are of a dark and subdued color, or aluminum shingles that are treated to look like wooden shingles. No shiny metal roofs shall be allowed. Any exceptions to this restriction must be in writing by the Corporation or its agent.

14. Each lot shall have at least one all-weather hydrant located within 25 feet of each structure built on every lot and 100 feet of  $\frac{1}{2}$ " hose or larger for fire protection. Other fire regulations reasonably set forth by the Corporation from time to time for the general protection of the homes and lots shall be met and adhered to by all owners of lots in said subdivision.

15. Fences shall be built only with written permission of the Corporation or its agent and shall conform to the standard established and set forth by the Corporation. No correls shall be built without written permission of the Corporation or its agent.

16. If the parties now claiming any interest in said residential lots, or any of them, or their heirs, successors, grantees, personal representatives or assigns, shall violate or attempt to violate any of the covenants and restrictions herein contained prior to fifteen years from the date hereof, it shall be lawful for any other person or persons owning any other residential lot or lots in said area, or the Corporation, to prosecute any proceedings at law or in equity against the person or persons, firms or corporations so violating or attempting to violate any such covenant or covenants and/or restriction or restrictions, and either prevent him or them from so doing or to recover damages or seek other relief for such violation or violations.

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

DATED this 25th day of September, 1972

DAVID K. RICHARDS AND COMPANY

ATTEST:

By David K. Richards  
David K. Richards, President

Sharon P. Richards  
Sharon P. Richards, Secretary

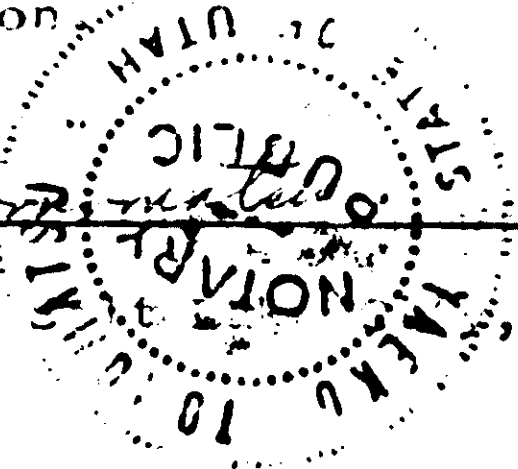
STATE OF UTAH )  
COUNTY OF SALT LAKE ) ss

On the 25th day of September, 1972, personally appeared before me David K. Richards and Sharon P. Richards, who being by me duly sworn did say each for himself, that he, the said David K. Richards is the President, and that she, the said Sharon P. Richards is the Secretary of DAVID K. RICHARDS AND COMPANY, 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 President and said Secretary each duly acknowledged to me that said corporation executed the same, and that the seal affixed is the seal of said corporation.

My Commission Expires:

August 13, 1974

Yachso Tom  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_, Utah



BOOKM41 PAGE556