

COMMUNITY DEVELOPMENT CORP.  
DECLARATION OF RESTRICTIONS

*Governing the*  
IMPROVEMENT, DEVELOPMENT AND USE

*of*

**VALLEY RANCHES**

GRANTSVILLE, UTAH

RECORDED: June 21, 1961

In Book 25 of Records, at Pages 442-443-444-445

in the office of the County Recorder of Tooele County,

Utah.

WHEREAS Community Development Corp., hereinafter referred to as "The Developer," is the owner of that certain tract of land designated as VALLEY RANCHES according to a plat thereof recorded in the Office of the County Recorder of Tooele County, Utah, on the 12th day of June, 1961, in Book 25 of Records at Pages 341-342, and

WHEREAS the Developer has subdivided said tract and intends to sell parcels thereof subject to certain protective restrictions, conditions, limitations, reservations and covenants, hereinafter referred to as "protective restrictions," in order to insure the most beneficial development of said tract and to prevent any such use thereof as might tend to diminish the valuable or pleasurable enjoyment thereof,

NOW, THEREFORE, said Developer hereby declares that said protective restrictions are hereby imposed on said protected area, and are as follows:

1. That the Grantee or Grantees, under any conveyance, shall not at any time conduct, or permit to be conducted on said premises, any trade or business of any description, except that those parcels designated as Numbers 1, 2, 15, 16, 29, 30, 43 and 44 may be used for light business not obnoxious or detrimental to the welfare of the community. For the purposes hereof, agriculture or keeping of animals shall not be considered a business use unless the keeping of such animals is generally regarded as detrimental to the community.
2. No building or improvement of any kind shall be erected on any parcel nearer than thirty (30) feet to the front parcel line, nor nearer than ten (10) feet to any side or rear line.
3. The Developer hereby expressly reserves from each parcel an easement in a strip of land five (5) feet wide along the rear and side lines thereof, to erect poles thereon to support wires for the transmission of electricity, telephone communication, and similar purposes, and also for the construction and maintenance of pipe lines, sewers, drains, water pipes, or conduits under the surface of said reservation for any lawful purpose whatsoever; no structure shall be built by the grantee upon the property affected by said reservation of right-of-way, and said property shall at all times be open to the Developer and any public service corporation which may require the use of said right-of-way.
4. The Developer or its assignees shall have the right to waive any of the foregoing provisions contained in Paragraphs 2 and/or 3 above as to those parcels specified in Paragraph 1 above which may be used for light business.

5. No parcels shall be resubdivided into lots having a street frontage of less than sixty (60) feet, or an area of less than 6000 square feet.

6. Pending availability of public sewers, sewage disposal shall be effected by means of individual septic tanks (or other equally sanitary structure for the storage or disposal of sewage); the type of tank, its construction, location on parcel, and tile disposal field shall be approved in writing by the proper Tooele County Health Authorities. No cesspools or outside toilets shall be permitted.

7. No signs or advertisements shall be displayed on any parcels (except on those parcels specified in Paragraph 1 above) except a name plate of the owner of any parcel, upon which may be added the professional title of such owner if he be a professional man in the accepted sense, and provided further that no such sign or name plate shall exceed a size of four square feet. The Developer shall have the right to grant exceptions to this rule where it, in the exercise of its sole discretion, deems such exception expedient.

8. Beginning two years after the initial sale of any parcel by the Developer, no mobile home or trailer shall be placed on such parcel for more than 14 consecutive days unless it have a minimum length of 27 feet, and also have complete sanitary facilities, including among others, a lavatory, a wash basin, tub or shower, kitchen sink, and must be connected to sewerage outlets in conformity with state and county health requirements.

9. The failure by the Developer to enforce any restrictions, conditions, covenants or agreements herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto, nor shall such failure give rise to any claim or cause of action against the Developer.

10. The covenants herein contained run with the land, and unless otherwise terminated by the Developer in accordance with any of the provisions hereof, shall bind all persons in interest and their heirs, legal representatives, successors and assigns until January 1, 1985, at which time said covenants shall be automatically extended for successive periods of ten years each unless the owners of a majority of the parcels at or prior to the end of the initial term or any successive periods, amend, change, or terminate these restrictions in whole or in part. Such amendments, changes or terminations shall be effected by instruments in recordable form filed in the proper office of record.

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IN WITNESS WHEREOF, Community Development Corp., as Developer, has caused its name to be signed to the foregoing Declaration of Restrictions this 12th day of June, 1961.

COMMUNITY DEVELOPMENT CORP  
By STANLEY A. KATCHER Pres.

*Stanley A. Katcher*

STATE OF ARIZONA )  
COUNTY OF PIMA )—ss.

This instrument was acknowledged before me this 12 day of June, 1961, by Stanley A. Katcher as President of Community Development Corp.

*Gertrude Score*

GERTRUDE SCORE

Notary Public

My Commission Expires Jan. 13, 1962

No. 258341

Recorded at the Request of \_\_\_\_\_

*Gordon R. Hall*

Date June 27, 1961 Time 9:30 a.m.

Book 25 of Records Page 442-445 Fee 6.70

*Rose P. Nisonger*

Tooele County Recorder

*Lucile Sutton*