

1971  
H. D. Nielsen

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RESTRICTIVE COVENANTS

OF

PINE MOUNTAIN NO. 3  
A SUBDIVISION IN SUMMIT COUNTY, UTAH

WHEREAS, Pine Mountains, Inc., a Utah corporation, hereinafter referred to as "the Corporation," is the owner of the following described property situated in Summit County, Utah, to-wit:

Pine Mountain No. 3, 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 street as designated in said Plat of Pine Mountain No. 3, 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 future owners of the 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.

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, 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.

3. No trailer, basement, tent, shack, garage, or other out-building shall be placed or erected in, upon or about any said residential lots at any time or used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as residence. No structure shall be placed upon 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 lots or any part or portion thereof, nor shall anything be done thereon which may become any annoyance or nuisance to the occupants of the remaining residential lots. This subdivision is not intended to be divided and it shall not be used for any 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 thirty feet from the exterior line of said premises and twenty-five feet from the roadway, except with prior written approval of the corporation. All lots are subject to a twenty-five foot right of way for roads and the rear ten feet as an easement for utilities.

7. Each lot covered hereby is subject to rights of way for road purposes and easements for utilities as shown on the official recorded plat of this subdivision and herein stated.

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

9. No animals or fowls shall be kept, raised or housed upon any lot or tract, except the usual house pets, such as dogs and cats.

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

11. All lots or tracts shall be maintained in their original size and shape and no lot or tract shall be divided, subdivided or partitioned.

12. 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.

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

14. 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, it shall be lawful for any person or persons, firm or corporations so violating or attempting to violate any such covenants or covenants and/or restrictions or restrictions, to either prevent him or them from so doing or to recover damages, or seek other relief for such violation or violations as provided by law.

15. 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 30th day of June, 1971.

ATTEST:

Esther McGarry  
Secretary

PINE MOUNTAINS, INC.

H. D. Nielsen  
President

STATE OF UTAH            )  
                                  ) ss.  
County of Salt Lake     )

On the 30th day of June, 1971, personally appeared before me H. D. Nielsen and Esther McGarry who being by me duly sworn did say, each for himself, that he, the said H. D. Nielsen is the president, and she, the said Esther McGarry is the secretary of Pine Mountains, Inc., 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 H. D. Nielsen and Esther McGarry 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:

10-1-73

H. D. Nielsen  
Notary Public  
Residing at Salt Lake City, Utah

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