

Entry No. 113788	Book M 32
RECORDED 8-19-71 at 9:11 M	Page 590-93
REQUEST of Albert, Cowick & Rudd	
FEE	WANDA Y. SPRIGGS, SUMMIT CO RECORDER
5.00	By Wanda Y. Spriggs
ABSTRACT	

Entry No. 113593	Book M 32
RECORDED 7-22-71 at 11:35 AM	Page 256-54
REQUEST of Deseret Diversified Develop	
FEE	WANDA Y. SPRIGGS, SUMMIT CO RECORDER
5.00	By Wanda Y. Spriggs
ABSTRACT	

RESERVATIONS AND RESTRICTIVE COVENANTS

FOREST MEADOW RANCH

KNOW ALL MEN BY THESE PRESENTS:

That Deseret Diversified Development, a Utah Corporation, being the owner of the following described premises, situated within the County of Summit, State of Utah, to-wit:

The South half of Section 22, Township 1 North, Range 4 East, Salt Lake Base and Meridian; which will consist of all the lots of the Forest Meadow Ranch Subdivisions within this area;

hereby desire to establish and limit the development, use and enjoyment of the aforesaid land by making said premises subject to the following express reservations, restrictions and covenants; to-wit:

1. The owner or occupant of each and every lot of the above described area, by acceptance of title thereto or by taking possession thereof, regardless of whether or not the conveyance specifically provides therefor, covenants and agrees to accept, be bound by, to act in accordance with and not to abrogate or act in contradiction of any of the reservations and restrictive covenants herein enumerated.

2. The Forest Meadow Ranch Property Owners Association (FMRPOA) shall and are hereby named responsible for the administration and enforcement of the reservations and restrictive covenants enumerated herein. For that purpose the FMRPOA shall appoint or elect one or more persons to a committee formed for the exclusive purpose of administering and enforcing the provisions herein set forth. This committee shall be known as the Environmental Control Committee (ECC) and is empowered to set up reasonable rules and regulations to properly administer and enforce these requirements. This committee shall also have the power to make reasonable exceptions, for cause showing, to any and all reservations and restrictive covenants herein enumerated whether specifically so provided or not.

3. The minimum lot or parcel size of said property shall be twenty thousand square feet in area, therefore no property owner of said property shall subdivide his lot or lots in such a manner that any lot or parcel shall be less than approximately one-half acre, more or less in area; nevertheless, no resubdivision whatsoever of the lots and layouts of Forest Meadow Ranch Subdivision shall be permissible within five years unless accomplished by other than through public advertising, however, in no event shall for sale signs or other visual displays ever be allowed on said property.

4. Only permanent structures that are in conformance with the specifications and requirements of and after proper approval from the ECC, Summit County and any required State Agency or Organization shall be constructed, erected, moved on to, or maintained on said property. No temporary structure of any kind or size shall be permitted except (1) when used for a reasonable period to aid in the construction of an approved structure, or (2) for brief vacation periods. The term structure shall mean for this paragraph and for all other paragraphs of this document the following: Any building, improvement, shack, tent, trailer, mobile home, dwelling place, garage, storage shed, and any other type of structure having similar characteristics of the aforementioned items. To implement the procedure required herein a property owner shall follow the following steps before taking any steps towards putting a structure on his property:

a) Check with the ECC to obtain any prepared specifications or requirements for said structures.

BOOK M 32 PAGE 590

BOOK M 32 PAGE 251

- b) Submit preliminary plans to the ECC for approval.
- c) Submit evidence that all County and State requirements have been complied with.
- d) After approval, proceed only in accordance with the directions of and in compliance with the plans approved by the ECC.

5. No structure constructed, erected or maintained on any lot or portion thereof shall consist of less than 400 square feet of living area, not including carport or garages.

6. Only one dwelling will be permitted per one-half acre, although a clustering of dwellings will be permitted on multi-acre lots when approved by the ECC. Special permission must be obtained from the ECC, before more than two structures of any kind or size shall be permitted on any lot, regardless of the lot size.

7. No structure, or any part thereof, shall be constructed, erected or maintained on any lot closer than one hundred (100) feet to any lot boundary line or road right-of-way.

8. No signs or other advertisements shall be erected or maintained on said property or any structure thereon.

9. No animals, except a reasonable number of domestic pets (dogs, cats, etc.) horses and livestock, may be kept, bred, or raised on said property; nor may any animal including the above exceptions be kept, bred or raised for any commercial purposes on said property. The ECC shall determine what is a reasonable number.

10. No garbage, refuse, obnoxious or offensive material or objects, weeds or any other unsightly growth shall be permitted to accumulate, grow or remain on any said lots. The property owner shall dispose of any of the above described conditions and items in accordance with accepted sanitary practices and in accordance with the ECC rules and requirements. In the event any property owner fails to keep his property free from the above described conditions and items, then after a ten day written notice to so comply and the failure of the property owner to so act, the ECC may enter (such entry shall not be deemed a trespass) upon such land and dispose of said conditions or items at the expense of the owner (due and payable immediately) and any expense incurred thereby shall be a lien against said property in favor of the FMRPOA until paid in full and the collection of said expenses shall be permissible through all legal means including interest, costs of court and reasonable attorney's fees.

11. Only natural fences and natural looking fences shall be permitted as boundary lines, no barbed wire or chain link fences may be used for such purposes. Within the property owner's boundary lines and for a limited area and use only, any type of fence may be used, subject to ECC approval.

12. No hunting or firearms of any nature, size or kind shall be permitted within the area covered by the Forest Meadow Ranch Subdivisions, except within specifically approved areas, if any, by the ECC.

13. The flow of any stream, creek or spring may not be stopped or dammed up nor may any lot or parcel be increased in size by filling in the water that abutts it. The elevation of any lot shall not be changed so as to materially effect the surface elevation or grade of the surrounding lots. No rock, gravel or clay shall be excavated or removed from any lot for commercial purposes.

14. All vehicles operated on said property shall be properly licensed, inspected and maintained so as not to create a dangerous situation, become a nuisance, nor emit unreasonable smoke, oil or noise; said vehicles shall be operated only on the properly defined roads and rights-of-ways and not in any manner which will cause damage or harm to the natural environment and landscape of said property. The ECC shall have the power to restrict the use of any vehicle which creates such a nuisance or noise so as to prevent the majority from the proper enjoyment of their property.

15. Extreme caution must be exercised in the handling of fire, therefore no open fires shall be permitted except in areas and/or devices such as fire pits, approved by the ECC. A fire extinguisher shall be

BOOK M32 PAGE 252

required before any fire of any size may be started (ignited). The ECC shall properly provide notice of these requirements to all property users and set up fines and penalties for there violation.

16. The development of facilities for the disposal of sewage waste shall be accomplished only after approval and inspection of and in accordance with rules and regulations of the Utah State Division of Health and the Summit County Health Department and specifically Part IV of the Code of Waste Disposal Regulations, Utah State Division of Health.

17. Deseret Diversified Development, does reserve the right with respect to the property covered hereby to determine the course, extent and direction of any easements necessary for the purpose of installing and maintaining any public utility facilities and for such other purposes commonly incidental to the development of said property. All claims for damages, if any, arising out of the construction, maintenance and repair of utilities or on account of temporary or other inconvenience caused thereby against Deseret Diversified Development, or any utility company or municipality, or any of its agents or servants are hereby waived by the owners. Deseret Diversified Development does further reserve the right to change, establish, lay out a new, or discontinue any road, street, right-of-way or easement which may be at any time established necessary or not necessary for ingress or egress to and from an owner's lot, subject to the approval of any governmental authority, if required. The property conveyed in Forest Meadow Ranch Subdivisions are so conveyed subject to the right of Deseret Diversified Development, as in this Paragraph 17 provided, which right may be exercised by Deseret Diversified Development without compensation to a property owner.

18. In the event Deseret Diversified Development or FMRPOA desire or are required by any governmental authority to develop improvements, including but not limited to electricity, gas, telephone, sewers, water, etc., all property owners, occupants, users or their assigns of the real property covered hereby shall connect to and become a user of said facilities within a reasonable time after installation and shall be responsible for their proportionate share of the development expenses, costs and charges. Said proportionate share shall be calculated on a per acre or portion thereof basis and due thirty days before construction.

19. The violation of any of the reservations or covenants herein set out by any property owner, occupant, or person claiming under them or any other person shall be subject to prosecution by any other property owner of the real property included herein, the FMRPOA or Deseret Diversified Development, said prosecution may take the form of any legal proceeding in law or equity against the offending person or persons and may seek any and all lawful remedy therefor. In addition to the foregoing rights, the FMRPOA, the ECC or Deseret Diversified Development jointly or severally, shall have the right, whenever there shall have been built on any lot any structure which is in violation of these restrictions, to enter upon the property where such violation of these Reservations and Restrictions exists and summarily abate or remove the same at the expense of the owner, which expense shall become a lien upon the property from which removed and any such entry and abatement or removal shall not be deemed a trespass. The failure promptly to enforce any of the Reservations and Restrictions shall not bar their enforcement.

20. Invalidation of any of the provisions of this document by judgment or court order shall in no wise affect any of the other provisions herein, which shall remain in full force and effect.

21. Should the owner fail, neglect or refuse to satisfy and discharge any fine, lien or penalty arising, hereunder within thirty (30) days, or it should become necessary to enforce the provisions herein, the FMRPOA, the ECC and/or Deseret Diversified Development as the case may be, shall have the right to interest on such fine, lien or penalty at the rate of one and one-half percent per month until paid and shall be entitled to receive all costs of collection and/or enforcement including a reasonable attorney's fee.

22. The reservations and restrictive covenants herein set out are to run with the land and shall be binding upon all persons owning or occupying any lot, parcel or portion of the real property enumerated at the beginning hereof until January 1, 1990, and for successive twenty (20) year periods unless within six (6) months of the end of the initial

period or any twenty (20) year period thereafter a written agreement executed by the then record owners of more than three-quarters (3/4) in area of said real property included herein is recorded with the Summit County Recorder and the terms of said agreement change, modify or extinguish in whole or in part the reservations and restrictive covenants enumerated herein. Thereafter, these reservations and restrictive covenants as changed, modified or extinguished by said agreement shall continue in force for successive twenty (20) year periods, until they are changed, modified or extinguished in the manner herein provided.

IN WITNESS WHEREOF, DESERET DIVERSIFIED DEVELOPMENT has caused this document to be executed in its name by its President, this 8<sup>th</sup> day of July, 1971.

DESERET DIVERSIFIED DEVELOPMENT

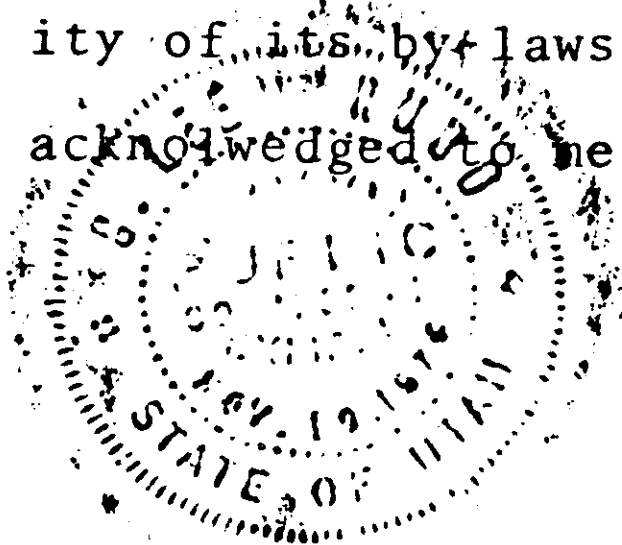
ATTEST:

By: W. Brent Jensen  
President

Lee Ann Hunter  
Secretary

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

On the 8<sup>th</sup> day of July, 1971 personally appeared before me W. Brent Jensen, who, being by me duly sworn, did say that he is the President of Deseret Diversified Development and that said instrument was signed in behalf of said corporation by authority of its by-laws, and said W. Brent Jensen acknowledged to me that said corporation executed the same.



M. Lee Rudd  
NOTARY PUBLIC  
Residing at: Salt Lake County

My Commission Expires:  
11-19-74

BOOK M32 PAGE 254

BOOK M32 PAGE 593