

DECLARATION OF RESTRICTIONS

for

PONDEROSA VILLA - PLAT A

In Section 16- T26S, R7W, S16N

IRON COUNTY, UTAH

Recorded _____ as Entry No. _____ in Book No. _____
Misc. Page _____

KNOW ALL MEN BY THESE PRESENTS:

THAT Strawberry Valley Investment Corporation, a Utah Corporation, duly qualified to do business in the State of Utah, being the owner of Lots 1 through 75, Plat A Ponderosa Villa Subdivision in Section 16, Township 36 South, Range 7 West, Salt Lake Base and Meridian, Kane County, Utah, a plat of which was duly recorded in the Office of the Kane County Recorder on _____ at _____ M. as Entry No. _____ and desiring to establish the nature of the use and enjoyment thereof do hereby declare said property hereinafore described subject to the following express covenants, stipulations and restrictions, to wit:

1. All covenants and restrictions herein stated and set forth shall run with the land and shall be binding on all parties and persons claiming any interest in said lots or part thereof until twenty-five years from date hereof, at which time said covenants and restrictions shall automatically be extended for successive periods of ten years, unless by a vote of the majority of the then owners of said lots it is agreed to change said covenants in whole or in part.

2. No more than one dwelling or structure shall be erected, altered, permitted or maintained on any one lot except for a garage and the normal utility buildings appurtenant to a dwelling house.

3. An easement is declared over and through each lot for the construction, installation and continued maintenance repair, reconstruction, replacement and removal of such water, sewer, gas, pipelines, electric distribution, pole lines and circuits as may from time to time become necessary to serve water, sewer, gas and electric installations located within the boundaries of the lots hereinafore described.

4. Until such time as a sanitary sewer system shall have been constructed to serve these lots, a sewage disposal system constructed in accordance with the requirements of the Utah State Department of Health shall be installed to serve each dwelling. The effluent from septic tanks shall not be permitted to discharge into a stream, storm sewer, open ditch, or drain, unless it has first passed through an absorption field approved by the health authority.

5. No vehicle nor trailers shall be parked within any roadway nor waterway located within the boundaries of said lots. No mobile trailer shall be permitted to remain upon any lot for more than seven (7) months of each year.

6. All garbage, food waste, rubbish, trash, ashes or any other waste materials shall be disposed of in accordance with the requirements of the Utah State Health Department.

7. No commercial, business or enterprise of any kind or nature shall be carried on or upon said premises, which premises shall be restricted to residential use only.

ENTRY NO. 1481 RECORDED AT REQUEST OF Strawberry Valley Investment Corp.
DATE 8-23-61 AT St. George KANE COUNTY RECORDER
FEE \$ 7.00 DEPUTY BOOK 16 PAGE 387

PONDEROSA VILLA PLAT A

8. All structures shall be constructed in such a manner as to protect the natural growth of setting insofar as possible and the natural growth and other conditions of each lot, such as trees, shrubs, streams and natural setting, shall be preserved and remain as nearly as possible in the natural state.

9. Each residence constructed on said premises shall contain no less than 400 square feet of living area exclusive of carports, porches, storage areas, etc. All such carports, porches, storage, etc., shall be attached to said residences.

10. No shooting of firearms or bow and arrows within boundaries of subdivision.

11. These restrictions shall run with the title of the land and be binding upon each and every successor in interest of any purchaser of any lot located within the boundaries of the Subdivision.

12. Invalidation of any one of the covenants and restrictions hereinbefore set forth by judgment or court order shall in no wise affect any of the other provisions thereof which shall remain in full force and effect until twenty-five years from the date hereof subject to automatic extensions as provided in Paragraph One (1) hereof.

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STRAWBERRY VALLEY INVESTMENT CORPORATION

By Oliver D. Lefevre
Secretary

W. C. Fringle
Vice-President

STATE OF UTAH)
) ss.
COUNTY OF IRON)

On the 20th day of August, 1965, personally appeared before me Oliver D. Lefevre and W. C. Fringle, the signers of the within instrument, who duly acknowledged to me that they executed the same.

Robert L. Jordan
NOTARY PUBLIC, Residing at
Cache Valley, Utah.

My Commission Expires:
5-5-69