

ENTRY NO. 240126
RECORDED 5-11-78 AT 2:30 P.M. BOOK 126 PAGE 305-309
REQUEST OF
FEE PAID - JACKSON WANLASS, SANPETE COUNTY RECORDER
BY DEPUTY

DECLARATION OF PROTECTIVE COVENANTS
CONDITIONS AND RESTRICTIONS
OF
INDIAN RIDGE

THIS DECLARATION, made this 31st day of January, 1978, by INDIAN RIDGE, INC., a non-profit corporation, incorporated under the laws of the State of Utah, hereinafter referred to as DECLARANT.

WITNESSETH:

WHEREAS, INDIAN RIDGE, INC., is the purchaser of that certain property more specifically referred to as Indian Ridge located in Sanpete County, State of Utah, more specifically described as follows:

COMMENCING North 1332.40 feet from the Southeast Corner of Section 19, Township 12 South, Range 4 East, Salt Lake Base and Meridian; thence North 89° 48' West 5821.63 feet; thence North 1757.67 feet; thence South 89° 48' 54" West 9278.99 feet; thence North 0° 00' 08" East 1318.12 Feet; thence North 89° 44' 53" East 1328.15 feet; thence North 0° 00' 23" East 2656.20 feet; thence North 89° 45' 22" East 2656.61 feet; thence North 0° 00' 53" East 2626.00 feet; thence East 5293.20 feet; thence South 1697.90 feet; thence North 89° 53' 15" East 3181.62 feet; thence South 1320.00 feet; thence South 89° 47' West 1320.00 feet; thence South 2664.80 feet; thence North 89° 48' East 1320.00 feet; thence North 1320.00 feet; thence North 89° 41' East 1320.00; thence South 2664.80 feet thence North 89° 57' East 1320.00 feet; thence South 1332.40 feet to the point of beginning.

NOW THEREFORE, Declarant hereby declares that all properties described above shall be held, used, leased or otherwise conveyed subject to the following restrictions, covenants and conditions. The covenants, restrictions and conditions contended herein shall run with the real estate and shall be binding on all parties having or acquiring any interest, right, title or use of the property, and shall be binding upon all such persons, present or future.

ARTICLE I

No cabin, fence, or other structure or permanent

improvement shall be constructed upon the properties, nor shall any approved structure, fence, cabin, or other permanent improvements be altered, modified, enlarged, or changed in any manner whatsoever, until plans and specifications for such construction shall have been submitted to the architectural committee of Indian Ridge, Inc., and until approval from such architectural committee has been received in writing by said committee. The architectural committee shall be composed of three members of the Board of Trustees of the Declarant.

The Board of Trustees shall appoint any three persons to serve on the architectural committee and such members shall serve without compensation for services performed pursuant to this covenant.

All proposed construction plans, whether for building or otherwise, shall, at a minimum, include the following:

1. Plot plan to scale of the entire site with buildings and other improvements located on such plot plan and dimensions given to lot or property lines.
2. Floor plans of every floor level to scale.
3. Elevations to scale of all sites of construction, showing elevation of floors above or below a designated point on roads or streets.
4. Outline specifications giving a description of all materials to be used on the exterior of the building.
5. Approval of the Utah State Board of Health as to satisfactory sanitation and water source.
6. All of the above are required in addition to obtain building permits from the appropriate local Government Authority.

Any applicant for authority to construct permanent improvements whose application or plans are rejected by the

architectural committee may request audience with such committee to take necessary measures to obtain approval of his plans. All decisions of the architectural committee shall be final.

ARTICLE II

In the event a member of any parcel on the properties shall fail to maintain the premises and the improvements situated in a manner satisfactory to the Board of Trustees, the Association, after approval by two-thirds (2/3) vote of the Board of Trustees, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the parcel and the exterior of the buildings, and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment of which such parcel is subject. The cost of such exterior maintenance shall be assessed against such member and unless paid within the time specified by the architectural committee or the Board of Trustees, such member shall forfeit his right of use the facilities of the non-profit association, including but not limited to the real estate and real property owned by the non-profit corporation, and such forfeiture shall continue until all assessments are paid in full.

ARTICLE III

No cabin shall be located nearer than twenty (20) feet to an adjoining sideyard. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

No noxious or offensive activity shall be carried on upon any parcel, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No structure of a temporary character, trailer, tent, barn, or other

outbuilding shall be used on any parcel at any time as a permanent cabin or residence. No trash, ashes or any other refuse may be dumped or thrown on any parcel or common area of the properties. All garbage must be hauled from the premises. No signs, billboards, or advertising structures may be erected or displayed on any of the parcels hereinbefore described, or parts or portions thereof, except a single sign not more than 2 x 3 feet in size, advertising a specific unit for sale, may be displayed on the premises affected. Also, during the period of development, the owners shall be given the right to erect a sign or signs larger than herein specified on any or all parcels.

ARTICLE IV

Section 1. Enforcement. The Association or any member shall have the right to enforce, by any preceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this declaration to either prevent violations, or to recover damages for such violations. Failure by the Association or by an owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way effect any other provision which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the member of any parcel subject to this Declaration, their respective legal representatives, heirs, successors, assigns, for

term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first thirty (30) years, action taken by meeting of owners; where fifty one (51) percent of ownership is Representative in person or by proxy, and a vote of two thirds (2/3) of the fifty one (51) present needed to carry the amendment. Any amendment must be properly recorded.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set his hand this 31st day of January, 1978.

Donald O. Lowell

Pres.

STATE OF UTAH)
 : ss.
COUNTY OF *Utah*)

On this 31st day of January, 1978,
personally appeared before me *Donald O. Lowell*

who being by me duly sworn did say, each for themselves, that they are present members of the Association above designated and that the foregoing instrument was signed in behalf of the Association that they represent.

Ernest W. Christensen

Notary Public
Residing at: *Orion, Utah*

My Commission Expires:

7-2-1981

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Amendment to the Declaration of Covenants, Conditions and Restrictions of Indian Ridge Ranch, Plat B

Official notice is hereby given to all interested parties that the Indian Ridge Ranch Property Owners Association conducted a meeting to amend the present Declaration of Covenants, Conditions and Restrictions on the property known as Indian Ridge Ranch. The meeting was held July 27, 1985 at 3 PM in the clubhouse on the property in Sanpete County.

During the meeting, the Association voted unanimously to take the following actions.

1- Any amendment which differs from the proposal printed in the July Newsletter shall not become legally effective until written legal notice is given to the property owners.

2- The maintenance fees shall be a lien against the property, however, legal action may not be taken to collect them until the amount of the delinquent fees has been expended in further improvements to the property.

3- The maintenance fees shall be \$10 per month effective July 27, 1985.

4- The Association management is authorized to enter into a contract for the maintenance of the common areas including roads, completion of the clubhouse and appertenant facilities and for work on the water system.

5- The maintenance fees shall be an obligation against every platted lot irregardless of ownership or circumstances of acquisition.

6- As provided in the covenants, the management will install gates at the access to the property which shall be locked and all persons who have not paid their maintenance fees shall be refused entrance to the property.

7- The Property Owners Association endorses the formation of a Credit Association.

8- The Property Owners Association endorses Incorporation as a city and the formation of a municipal utility system.

This Newsletter shall constitute legal notice to all property owners as required by proposition 1 above. As soon as this Newsletter is mailed, these amendments shall be filed in the office of the County Recorder of Sanpete County in each of the platted subdivisions in the Indian Ridge Ranch Development.

Paul Clint

STATE OF UTAH, County of Utah ss.

PAUL CLINT being first duly sworn, says that he has been authorized and instructed by the property owners of Indian Ridge Ranch to record these amendments to the covenants on the above described property.

Subscribed and sworn to before me this 13th day of August, 1985

Paul Clint
Lyndelle H. Peterson
Notary Public.
Utah

Dated August 13, 1985

Recorded at the request of Paul Clint

in Book _____ of _____

page _____

_____, 19____ Recorder _____ ty