

**RESTRICTIVE COVENANTS
HARDWARE PARK MOUNTAIN ESTATES**

All covenants and restrictions herein stated and set forth shall run with the land and shall be binding on all the owners.

1. USE OF LAND:

Each and every lot described above shall be known and is hereby designated as a residential lot. None of said lots shall be improved, used or occupied for other than a private single family residence, with a one, two or three-car garage allowable. No building shall exceed two stories in height. All building materials shall blend favorably with nature's decor and beauty. All structures shall have a dull-finished roof and siding, rather than one which is shiny and reflects light. All painting shall be done with subdued or rustic colors. Bright colors shall not be permitted. A structure of a temporary nature shall not be used as a residence.

2. SETBACK OF RESIDENCE:

No residence shall be erected on any of said lots nearer than forty feet to the road, or thirty feet to any property line.

3. NO BUSINESS OF TRADE PERMITTED:

No trade or business of any kind or nature shall be permitted to be carried out upon any lot described above. Nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

4. RESTRICTIONS OF ANIMALS AND FOWL:

No animals or fowl shall be kept, housed or permitted to be kept or housed on any lot or lots except horses, cows, sheep, dogs, cats, chickens, rabbits or household pet birds, which shall be kept together, leashed, fenced, and/or restricted to the owner's own lot.

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5. NO RESIDENCE OF TEMPORARY NATURE PERMITTED:

No trailer, basement, tent, shack, garage, barn or other outbuilding shall be moved onto or erected on any lot which at any time shall be used as a residence temporarily or permanently nor shall any residence of a temporary nature be permitted thereon. Exceptions will be Camp Trailers and Campers which can be placed on a lot for temporary usage but can not be left on the lot as a permanent residence. No trailer shall have the tires removed or be allowed to fall into disrepair. Tents may be erected on the owner's personal property for temporary outings but not as a permanent shelter.

6. PERPETUAL MAINTENANCE:

The expenses required to maintain the Association and its assets, such as operating expenses, roads, gates and springs, will be shared by each lot owner. The amount of the yearly assessment will be established from time to time by a vote of a majority of the quorum of members present in person or by authorized proxy at a duly called meeting. (revised 3-14-01)

7. MINIMUM LOT SIZE:

No lot shall be divided smaller than 5 acres. Anyone dividing a lot smaller than 10 acres must conform to the requirements of Cache County.

8. HUNTING:

Hardware Park Mountain Estates will be closed to hunting and the firing of firearms except during the legal hunting seasons. Hardware Park Mountain Estates will be closed to hunting during all legal hunting seasons to all persons except the lot owners of Hardware Park Mountain Estates and their limited personal guests.

9. RESTRICTIONS AS TO CABIN SIZE:

No dwelling shall be permitted on any lot in which the floor area of the structure, exclusive of open porches and garages, is less than three hundred and fifty square feet.

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10. TRASH AND FIRES:

No trash, ashes or any other refuse may be thrown or dumped on any residential lot herein before described or any portion thereof. Furthermore, no fires shall be started or kept for the burning of any type of material except within enclosed fireplaces, within the dwellings on the lots before described, or adequately constructed fireplaces, barbecues or pit areas wherein ample protection is provided against the spread of any fires so started.

11. STREETS AND RIGHTS-OF-WAY:

All the streets and rights-of-way shown within Hardware Park Mountain Estates are privately owned and maintained, and each lot owner has a perpetual easement and right to travel same. It is understood that Cache County is not obligated to improve or maintain any of the streets or rights-of-way, neither are they obligated to provide fire protection, snow removal, garbage collection or similar services.

12. EASEMENTS:

An easement is hereby reserved over, on and through Hardware Park Mountain Estates for the construction, installation and continued maintenance, repair, reconstruction, replacement and removal of such water pipeline and electrical distribution pole lines and circuits as may from time to time become necessary to serve water and electric installations located within the boundaries of Hardware Park Mountain Estates.

13. WATER:

The springs on the property will be maintained by the association through the membership's yearly assessment. Water will be free and accessible to all property owners. Well permits are not granted by the State of Utah in watershed areas. All water must be transported from the springs to individual owner's lots.

14. SEWAGE AND DRAINAGE:

Sewage disposal may be by septic tank. All plans must be approved by the Cache County Health Department. It will also be permissible to build an outdoor pit type toilet. This must be constructed to the approved plans of the Cache County Health Department. It will also be permissible to have a butane gas operated toilet within the cabin.

15. RIGHT OF ENFORCEMENT:


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These covenants are binding on all land owners and can only be changed by a vote of the majority of owners of Hardware Park Mountain Estates. If the parties hereto, or any of them, or their heirs, or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said Hardware Park Mountain Estates to prosecute any proceedings at law or in equity against the persons violating or attempting to violate any such covenants, either to prevent him or them from doing or to recover damages or other dues for such violation.


16. INVALIDATION:

Invalidation of any one of the covenants or restrictions herein set forth by judgement or court order shall in no way affect the validity of any other provisions here of which shall remain in full force and effect as herein provided.


IN WITNESS WHEREOF, we, being the Directors of the Hardware Park Mountain Estates, have hereunto set our hands this the 20th day of April, 2001.





President



President Elect







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All of Sections 25 and 36, and the SW1/4 of Section 25, Township 9 North, Range 3
East, Salt Lake Base and Meridian

16-095-0001 thru 16-095-0060

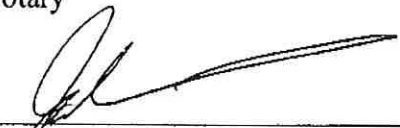
16-096-0001 thru 16-096-0065

16-094-0005 thru 16-094-0015

16-094-0018 thru 16-094-0023

Darrel Bostwick
Rick Patterson
Dennis Weaver
Barbara Johnson

Notary



Joseph A Corbin

4-1-03
Date

