

PROTECTIVE COVENANTS FOR STAGECOACH ESTATES SUBDIVISION  
SUMMIT COUNTY, STATE OF UTAH

KNOW ALL MEN BY THESE PRESENTS: That Milton O. Ritner Corporation, a Utah Corporation, Royal K. Hunt and Gai G. Hunt, his wife, Ronald N. Spratling, Jr. and Myrna C. Spratling, his wife, and M. Richard Walker and Margene F. Walker, his wife, and Robert Shocker, are the owners of the following described property in Summit County, State of Utah, to-wit:

Stagecoach Estates Subdivision, a subdivision according to the official plat on file with Summit County Records, consisting of Lots 1 through 119 inclusive; and it is the intention of said owners to include all of the above described premises in said plat and that said premises are to be divided into lots and blocks as shown on said plat. The right-of-ways are hereby perpetually reserved for public utilities, if any, and for any other uses as designated hereon and no other structures other than for such utility purposes are to be erected within the lines of said easements.

NOW, THEREFORE, said owners hereby subject said premises to the following covenants, restrictions and conditions: and the acceptance of any deed or conveyance thereof by the grantee or grantees therein, and their, and each of their heirs, executors, administrators, successors and assigns, shall constitute their covenant and agreement with the undersigned, and with each other, to accept and hold the property described or conveyed in or by such deed or conveyance, subject to said covenants, restrictions and conditions, as follows, to-wit:

ARTICLE I - GENERAL RESTRICTIONS

1. LAND USED AND BUILDING TYPE: No lot shall be used except for residential or agricultural purposes. No building shall be erected, altered, placed or permitted to remain on any lot, other than one detached, single-family dwelling, a private garage for not more than two cars and a barn for not more than two horses. Each and every residential structure shall be built on a lot of not less than seven acres per residential structure, all conditions subject to zoning ordinances, rules and regulations of Summit County.

2. ARCHITECTURAL CONTROL: No building shall be erected, placed, or altered on any lot without written approval of the Architectural Control Committee and compliance with the provisions of Section 6, Article II of these Covenants. No fence, wall, swimming pool or other construction shall be erected, placed or altered on any lot without approval of the Architectural Control Committee.

3. BUILDING LOCATION: No building, garage or barn shall be located on any lot nearer to the front line than 70 feet therefrom, measured to the foundation of such building; nor nearer than 60 feet to the rear lot line; nor nearer than 60 feet to a side lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of a building for the purpose of determining such distances, provided, however, that this shall not be construed to permit any portion of a building, including such eaves, steps, or open porches, to encroach upon another lot.

4. EASEMENT: A perpetual Easement and Right of Way is reserved and granted in each lot for the use and benefit of each other lot in Stagecoach Estates Subdivision and for the use and benefit of all other said lots collectively for the installation, maintenance, repair and placement of utilities of every nature, drainage facilities, water lines and storage of water.

5. NUISANCES: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

6. TEMPORARY AND OTHER STRUCTURES: No structures of a temporary nature, basement house, tent, shack, garage, barn or other out-building shall be used at any time as a residence, either temporarily or permanently. No old or second-hand structures shall be moved onto any of said lots, it being the intention hereof that all dwellings and other buildings to be erected on

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said lots, or within said subdivision, shall be construction of good quality, workmanship and materials.

7. SIGNS: No billboard of any character shall be erected, posted, painted, or displayed upon or about any of said property. No sign shall be erected or displayed upon or about any of said property unless and until the form and design of said sign has been submitted to and approved by the Architectural Control Committee.

8. OIL AND MINING OPERATIONS: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot, and no topsoil, plants, shrubs, or trees shall be removed from any lot except the minimum necessary for construction of a cabin and driveway.

9. LIVESTOCK-POULTRY AGRICULTURE: No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, or maintained for any commercial purpose, except that dogs, cats or other household pets may be kept, including two horses, on the premises as long as said animals are secured so that said animals will in no way trespass on any other property.

10. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Such trash, rubbish, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, and no rubbish, trash, papers, junk or debris shall be burned upon any lot except within a standard concrete incinerator.

11. WATER SUPPLY: No individual or community water-supply system shall be used or permitted on any lot or group of lots, unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations

of the State Health Department. Approval of such system as installed shall be obtained from such authority.

12. SIGNS: No sign of any kind other than name and address will be allowed placed on any lot in said subdivision.

13. FIRE PROTECTION: Fire protection will be on a community basis. There shall be maintained on every lot at least two fire extinguishers in operable condition. Each lot shall be kept free of stored, piled or accumulated combustible or fire hazardous material and each lot owner in said subdivision shall have a right to require any other lot owner to immediately remove from said lot and the subdivision any and all such material. As soon as available from Summit County or other municipality, fire protection responsibility shall be turned to said municipality.

14. ROADS: Each and every property owner in said subdivision hereby agrees to allow and grant, and does hereby grant to each and every other property owner, and the original grantors herein, and the guests and invitees of same, a perpetual easement and Right of Way across said property on existing roadway, and Rights of Way to a width of fifty (50) feet and further agrees to pay a reasonable and proportionate share of the annual cost of maintaining and improving the roads until such time as they are dedicated to the state, county or other political subdivision. There will be no snow removal on the right of ways as provided herein.

#### ARTICLE III - DURATION, ENFORCEMENT, AMENDMENT

1. DURATION OF RESTRICTIONS: All of the conditions, covenants, and reservations set forth in this declaration of restrictions shall continue and remain in full force and effect at all times against said property and the owners thereof, subject to the right of change or modification provided for in Sections 2 and 3 of this Article, until twenty-five years, and shall as then in force be continued for a period of twenty years, and thereafter for successive periods of twenty years each without limitation, unless, within the six months prior to 1993 or within the six months prior to the expiration of any successive twenty-year period thereafter, a written agreement executed by the then record owners of more than three-fourths in area of said property, exclusive

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of right-of-ways, streets, parks, and open spaces, be placed on record in the office of the County Recorder of Summit County, by the terms of which agreement any of said conditions or covenants are changed, modified or extinguished in whole or in part as to all or any part of the property originally subject thereto, in the manner and to the extent therein provided. In the event that any such written agreement of change or modification be duly executed and recorded, the original conditions and covenants, as therein modified, shall continue in force for successive periods of twenty years each unless and until further changed, modified or extinguished in the manner herein provided for, by mutual written agreement with not less than seventy percent (70%) of the then owners of record title of said property (including the mortgagees under record mortgages and the trustees under recorded deeds of trust), duly executed and placed of record in the office of the County Recorder of Summit County, Utah, provided, however, that no change or modification shall be made without the written consent duly executed and recorded of the owners of record of not less than two-thirds in area of all lands which are a part of said property and which are held in private ownership within five hundred feet in any direction from any direction from the exterior boundaries of the property concerning which a change or modification is sought to be made.

2. ENFORCEMENT: Each and all of said conditions, covenants and reservations is and are for the benefit of each owner of land (or any interest therein), in said property and they and each thereof shall inure to and pass with each and every parcel of said property and shall apply to and bind the respective successors in interest of said Grantor. Each Grantee of the Grantor of any part or portion of said property by acceptance of a deed incorporating the substance of this declaration either by setting it forth or by reference therein, accepts the same subject to all of such restrictions, conditions and covenants and reservations. As to each lot owner the said restrictions, conditions and covenants shall be covenants running with the land and the breach of any thereof, and the continuance of such breach may be enjoined, abated

or remedied by appropriate proceedings by any such owner of other lots or parcels in said property, but no such breach shall affect or impair the lien of any bona fide mortgage or deed of trust which shall have been given in good faith and for value; provided, however, that any subsequent owner of said property shall be bound by the said conditions and covenants, whether obtained by foreclosure or at a trustee's sale or otherwise.

3. VIOLATION CONSTITUTES NUISANCE: Every act or omission, whereby any restriction, condition or covenant in this declaration set forth, if violated in whole or in part is declared to be and shall constitute a nuisance, and may be abated by Grantor or its successors in interest and/or by any lot owner; and such remedy shall be deemed cumulative and not exclusive.

4. CONSTRUCTION AND VALIDITY OF RESTRICTIONS: All of said conditions, covenants and reservations contained in this declaration shall be construed together, but if it shall at any time be held that any one of said conditions, covenants, or reservations, or any part thereof, is invalid, or for any reason becomes unenforceable no other condition, covenant, or reservation, or any part thereof, shall be thereby affected or impaired; and the Grantor and Grantee, their successors, heirs, and/or assigns shall be bound by each article, section, subsection, paragraph, sentence, clause and phrase of this declaration, irrespective of the fact that any article, section, sub-section, paragraph, sentence, clause and phrase of this declaration, irrespective of the fact that any article, section, sub-section, paragraph, sentence, clause or phrase be declared invalid or inoperative or for any reason becomes unenforceable.

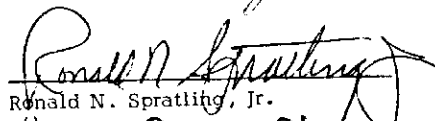
5. RIGHT TO ENFORCE: The provisions contained in this declaration shall bind and inure to the benefits of and be enforceable by Grantor, by the owner or owners of any portion of said property, their and each of their legal representatives, heirs, successors and assigns, and failure by Grantor, or any property owner, or their legal representative, heirs, successors, or assigns to enforce any of said restrictions, conditions, covenants, or reservations shall in no event be deemed a waiver of the right to do so thereafter.

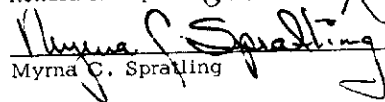
6. ARCHITECTURAL CONTROL COMMITTEE: The Architectural Control Committee which is vested with the powers described herein shall consist of three persons appointed by the original owners as noted herein. Prior to the commencement of any excavation, construction or remodeling or adding to any structure, theretofore completed, there shall first be filed with the Architectural Control Committee two complete sets of building plans and specifications therefor, together with a block or plot plan indicating the exact part of the building site the improvements will cover and said work shall not commence unless the Architectural Control Committee shall endorse in writing said plans as being in compliance with these covenants and are otherwise approved by the Committee. The second set of said plans shall be filed as a permanent record with the Architectural Control Committee. In the event said Committee fails to approve or disapprove in writing said plans within thirty (30) days after their submission, then said approval shall not be required. When all lots in said tract have been sold by original owners, said plans and specifications shall be approved by the Architectural Control Committee approved by a majority of owners of lots in the property herein described and only owners of said lots shall be privileged to vote for said Architectural Control Committee. The Grantor shall have the right to appoint members of the Architectural Control Committee until such time as all lots in the tract have been sold by the Grantor.

7. ASSIGNMENT OF POWERS: Any and all rights and powers of the Grantor herein contained may be delegated, transferred or assigned. Wherever the term "Grantor" is used herein, it includes assigns or successor in interest of the Grantor.

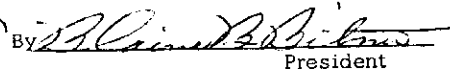
IN WITNESS WHEREOF we have hereunto set our hands and seal the

20th day of August, 1970.

  
Ronald N. Spratling, Jr.

  
Myrna C. Spratling

MILTON O. BITNER COMPANY

By   
President

By   
Secretary

