

1962

RESERVATIONS, RESTRICTIONS AND PROTECTIVE CONVENANTS

PERTAINING TO DIAMOND BAR X RANCH SUBDIVISION NO. 3 - 6

The Diamond Bar X Ranch Subdivision No. 3, being a subdivision containing 54.5 acres and being a part of Sections 21 and 22, T. 3S., R. 7E., SLB&M, Wasatch County, State of Utah, shall be subject to the following reservations, restrictions and protective covenants, to-wit:

In order to protect the natural beauty and to develop a harmonious and well-regulated cabin area, and for the benefit and protection of the present owners of the property and of future owners of various tracts and lots therein, it is, therefore, declared by the owners that all lots or tracts within the above-described property are held and shall hereafter be sold, conveyed, leased, occupied, mortgaged and held subject to the following restrictions, conditions, covenants and agreements between the owners and the various subsequent owners and purchasers of said lot or tracts, as between themselves, their heirs, assigns and successors, and to observe the same for a period of 50 years from this date.

All of said restrictions, conditions, covenants and agreements shall be made for the direct, mutual and reciprocal benefit of each and every lot or tract included in the above described property and shall be intended to create mutual and equitable servitudes upon each of said lots or tracts in favor of each of the other lots or tracts, and to create reciprocal rights and obligations between the respective owners of all said lots or tracts and to create a privity of contract and estate between the owners, their grantees, their heirs, assigns and successors, and shall operate as covenants running with the land.

The undersigned, its successors or assigns, or any owners or owner, their heirs, successors or assigns shall have the right to sue for and obtain an injunction prohibitive or mandatory to prevent the breach of or to enforce the above restrictions. This right shall be in addition to the ordinary legal actions available hereunder, providing that a failure to enforce any of the restrictions, agreements or covenants herein shall not operate as a waiver of the right to enforce them:

1. No buildings other than one dwelling house and one garage shall be erected on the lots hereby conveyed; no other structures of any kind, type or style whatsoever shall be erected or placed thereon.

2. In order to assure reasonably attractive homes and rustic appearance, a Building Committee shall be set up, composed or a representative of the Diamond Bar X Ranch and two other lot owners, appointed by the Diamond Bar X Ranch initially for a two-year period, which lot owners and representatives thereafter will be appointed for two-year terms by majority votes of the Committee, and all building plans for the lots shall be approved by a majority of that Committee, before construction starts. There shall be no minimum cost required.

3. All dwelling houses erected on the premises hereby conveyed shall have inside plumbing and shall have a septic tank in connection therewith. No outbuildings shall be constructed or used for waste or sewage purposes.

4. No temporary dwelling or structure of any kind shall be erected on the premises.

5. No dwelling house or garage shall be erected or placed on the premises hereby conveyed nearer than 30 feet from the exterior line of said premises.

6. No commercial business of any description shall be conducted upon said premises, or in connection therewith.

7. No animals or fowls shall be kept, raised or housed upon any lot or tract, excepting the usual house pets.

8. The property will not be used in any manner which will be loud and boisterous, such as to disturb the peace and quiet of the adjoining neighborhood.

9. The lot owner will provide closed containers for garbage, paper and other waste, and will not permit the same to accumulate on the property.

10. All lots or tracts shall be maintained in their original size and shape, and no lot or tract shall be divided, subdivided or partitioned.

Should any of the restrictions, covenants, or agreements herein contained be found to be invalid, such invalidation shall not in any way affect the remaining restrictions, covenants or agreements.

IN WITNESS WHEREOF, we have set our hands and seals hereto this _____ day of _____, 1962.

DIAMOND BAR X RANCH

By _____
Edward W. Clyde, President

By- _____
Mutual Water Corp. Executive Board