

MOUNTAIN MEADOW PLAINS ESTATES

PROTECTIVE COVENANTS

Relative to Mountain Meadow Plains Estates covering the SE 1/4 Section 25, Township 14 North, Range 77 East of the 6th P.M.

It is distinctly covenanted and agreed between the parties hereto that

all the covenants and agreements hereafter set forth shall be held to run with and bind the land hereby conveyed, and all subsequent owners and occupants thereof, until the 31st day of December, 1990. The covenants shall be applicable to all tracts in the aforesaid property and shall be included in each deed by Grantors, conveying tracts therein.

1. No manufacturing or commercial enterprise of any kind shall be maintained upon, or in connection with the property herein conveyed, nor shall said land in any way be used for other than strictly residential purposes, with one, one-family dwelling constructed on said property, and accessory buildings incident to use of the property.

2. It is understood that there are no sewage disposal systems, and that when any residence is constructed, that the owner will concurrently construct a septic tank for waste disposal, which shall be constructed in a good and workmanlike manner, and in accordance with standard construction of such septic tanks in this area, with due regard taken as to sanitation and health requirements.

3. Residences, garages, or other outbuildings, when once commenced, must be finished within a period of eighteen (18) months from the date thereof.

4. No trash, junk, lumber piles, junk automobiles, or other unsightly objects shall be permitted to remain on the property herein; and the entire environment shall be kept in a neat and orderly manner.

5. Property herein conveyed shall not be sub-divided, or in any wise conveyed, except in its entirety.

6. No water well shall be dug or drilled on the property conveyed by the Warranty Deed attached hereto.

7. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT this conveyance is made and accepted upon the express condition that if said premises, or any part thereof, or any building erected, or use made of premises herein in violation of the purposes above set forth, or failure on the part of the owner to keep the several covenants herein contained, it shall be lawful for the Grantors herein, or the owner of any lot, or lots included in the Mountain Meadow Plains Estates, or any of them, are hereby authorized and empowered to institute and maintain an appropriate action to enjoin, abate, or remedy the default or breach.

DATED this 18th day of October, 1974.

WITNESS - SELLERS' SIGNATURES:

[Handwritten signatures of Amos Bovee and Ethelyn Bovee]

Amos Bovee  
Amos Bovee  
Ethelyn Bovee  
Ethelyn Bovee SELLERS

WITNESS - BUYERS' SIGNATURES:

[Handwritten signatures of Joseph W. Curby and Helores E. Curby]

Joseph W. Curby  
Joseph W. Curby  
Helores E. Curby  
Helores E. Curby BUYERS