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Date 1401 Essex Van Wagon 86 Page 36-39
Mary S. Higgins

RESERVATIONS, RESTRICTIONS, AND PROTECTIVE
COVENANTS PERTAINING TO INTERLAKEN
ESTATES SUBDIVISION

THIS AGREEMENT to convey is subject to the following restrictions which will subsequently be filed as restrictive covenants relating to the INTERLAKEN ESTATES SUBDIVISION.

NOW, THEREFORE, in order to protect the natural beauty and to develop a harmonious and well-regulated summer home 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, 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 fifty (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 of said lots or tracts and to create a privity of contract and estate between the owners, their grantees, their heirs, successors and assigns and shall operate as covenants running with the land.

The undersigned, its successors or assigns, or any owner or owners, 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 the 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 desirable over-all appearance, a Building Committee shall be set up, composed of a representative of Interlaken Estates and two other lot owners, appointed by Interlaken Estates initially for a two-year period, which lot owners and representatives shall thereafter 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 proper sewage connections. 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. No trailer house or similar portable dwelling unit shall be kept or occupied on any lot or tract except while construction of a dwelling on that lot or tract is in progress.

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 excavating shall be done on said premises further than is necessary to place said lot on grade or for building a dwelling and/or garage.

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

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

9. 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.

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

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

12. No firearms shall be used within the boundaries of Interlaken Estates. Use of firearms in the Wasatch State Park areas surrounding Interlaken Estates is prohibited by law.

13. No fires shall be made on any lot or tract in Interlaken Estates except in incinerators, firepits, fireplaces, or other structures providing adequate protection.

14. Water provided through the pipeline system installed by Interlaken Estates will be used for culinary purposes only. Other

water uses must be provided for by irrigation, except by special permission of the officers of the water, roads, and sewer committee of Interlaken Estates.

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 7th day of November, 1972.

INTERLAKEN ESTATES

By Burton M. Todd

Buyers

Agent

(Agreement to be signed in duplicate; one copy to be retained by buyers, one by agent.)