

AMENDED MARCH 13, 1972

Entry No. 115452	Book M 37
RECORDED 3-14-72	at 4:45 M Page 195-199
REQUEST of Highland Estates & Assoc	
PRICE 8.00	WANDA Y. STROSSER, S.A. BY <i>Wanda Y. Stroesser</i>
ABSTRACT	

RESTRICTIVE COVENANTS

OF

HIGHLAND ESTATES

CONDITIONS AND RESTRICTIONS covering HIGHLAND ESTATES situate in Summit County, State of Utah, recorded July 6, 1964, and amended articles filed March 10, 1972 as entry No. 99080 in Book 6-A Miscellaneous, Official Records of Summit County, Utah.

I. GENERAL

That all lots except Lots 1 through 4, 20 through 25, 80 through 93, 225 through 236, shall be improved, used and occupied under the conditions set forth in the zoning ordinance of Salt Lake County, Utah.

The lots identified in the next preceding paragraph as being excepted from the application of that paragraph shall be designated as Commercial use lots and may be improved, used and occupied under the conditions set forth for use of lands within "Commercial Zone C _____" as stated in the zoning ordinance of Salt Lake County, Utah as the same now reads or as it may hereafter, from time to time, be amended; provided, however, that nothing in this paragraph shall be construed to prohibit the use of any commercial use lots for residential purposes so long as said use is approved by the Committee on Architecture, as herein provided for, and is in full compliance with the conditions, restrictions and regulations for residential use as provided for in the next preceding paragraph.

In the event that any of the provisions of this Declaration conflict with any of the sections of any Ordinance, County of Summit, the more restrictive of the two shall govern.

II. COMMITTEE OF ARCHITECTURE

A. No building, fence, patio, or other structure shall be erected, altered, added to, placed, or permitted to remain on said lots or any of them or any part of any such lot until and unless the plans showing floor areas, external design and the ground location of the intended structure along with a plot plan been first delivered to and approved in writing by any two (2) members of a "Committee of Architecture" which shall initially be composed of Horace W. Kimball, Lynn Cary, Gary Bates, and Harry Lang, provided that any vacancy on such committee caused by death, resignation, or disability to serve shall be filled on the nomination of Highland Estates & Associates. Any two (2) members will constitute a Quorum. It shall be the purpose of this committee to provide for the maintenance of a high standard of architecture and construction in such manner as to enhance the aesthetic properties of the developed subdivision. Notwithstanding other requirements imposed, this Committee shall require not less than eight hundred (800) square feet of floor area for any single family residence EXCLUDING carport, garage, covered porches, covered contiguous patios, etc., with a minimum floor area of eight hundred (800) square feet for living area in the dwelling portion of the structure. All structures shall basically be of ONE LEVEL construction and/or a split level structure on any hillside area, if in the opinion of the Committee of Architecture such a structure conforms to the over-all design and pattern of development. On commercial structures submitted for approval, this "Committee" may require changes, deletions, or revisions in order that the architectural and general appearance of all such commercial buildings and grounds be in keeping with the architecture of the neighborhood and such as not to be detrimental to the public health, safety, general welfare and architectural appearance affecting the property values of the community in which such use or uses are to be located. All structures

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shall conform to the requirements of the Uniform Building Code, published by the International Conference of Building Officials.

III. RESIDENTIAL ZONE - GENERAL

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|--------------------------------------|---|
| DEFINITION
"RESIDENTIAL
ZONES" | A. SAID COVENANTS ARE AS FOLLOWS:

That all of the lots within this unit shall be designated as single family residential lots. A single family residence is a dwelling for one family alone, within which no persons may be lodged for hire at any time, provided that reasonable quarters may be built and maintained as a part of the detached accessory buildings or buildings on the same lot, provided said accessory buildings be not at any time rented or let to persons outside the said family and that they may be occupied and used only by persons who are employed by members of, or are guests of said family, except all lots immediately abutting highway frontage. |
| USE OF
PREMISES | B. A person shall not use any premises in any residential zone, which is designed, arranged or intended to be occupied or used for any purpose, other than expressly permitted in this declaration. |
| STORAGE
OF
MATERIALS | C. In any building project, during construction and sixty (60) days thereafter, property in a residential zone may be used for the storage of materials used in the construction of the individual buildings in project and for the contractor's temporary office. Said construction period shall not exceed one hundred eighty (180) days unless specifically approved by the Committee of Architecture. |
| LIVESTOCK | D. Keeping of livestock, poultry or pets upon the property for commercial gain is prohibited. Livestock, with the exception of hogs and goats, their odor being offensive, poultry or pets may be kept for domestic use only under the following conditions: No barn, stall, coop or pen in which livestock, poultry or pets are kept or housed shall be constructed or maintained within an area of seventy five (75) feet from any street property line or fifteen (15) feet from any other boundary line. |
| ADVERTISING | E. No person shall cause to be erected a sign, advertisement billboard or advertising structure of any kind on any lots, except that a temporary permit, limited to a ninety day period, for signs for houses to be sold or exhibited be first obtained by application to the architectural committee. The architectural committee may approve the location of these signs within the front setback of the lot. |
| TEMPORARY
BUILDINGS | F. No temporary building, basement, cellar, tent, shack, garage, barn or other outbuilding or structure shall, at any time, be used for human habitation, temporarily or permanently. |
| USE | G. A mobile home may be used as a residence of the owner only in those areas designated as mobile home lots. No trailers of 10 feet wide or less will be allowed on any lots at any time for family living. All mobile homes must be buried (off wheels) fully skirted and porched. The Architectural Committee will pass on these requirements being fulfilled in a satisfactory manner. |

**BUILDING
EXTERIOR**

- H. The exterior portions of all buildings, which are constructed of wood, stucco, or cement shall be painted or stained immediately upon completion or shall have color mixed in the final structural application.

**TEMPORARY
OFFICES**

- I. A temporary sales office, for the purpose of conducting the sale of property in the subdivision, upon which such office is located, for a period of not to exceed four years, provided such sales office is not used for conduction of a general real estate business. Any structure or trailer used for such purpose, shall, at the end of the four year period, be either removed or used for a purpose permitted in the zone in which it is located.

**STORAGE OF
TOOLS AND
TRASH**

- J. The storage of tools, landscaping instruments, household effects, machinery, or machinery parts, empty or filled containers, boxes, or bags, trash, materials or other miscellaneous items that shall in appearance, detract from the aesthetic values of the property, shall be so placed and stored to be concealed from view from the public right of way.

**INDIVIDUAL
SEWAGE
DISPOSAL
SYSTEMS**

- K. Individual sewage disposal systems shall be provided for each lot in this tract and shall conform to the requirements of the County of Summit or State of Utah Health Department.

RESIDENTIAL ZONE REGULATIONS

**RESIDENTIAL
ZONE USES**

- A. PROPERTY IN ZONE MAY BE USED FOR:
 - 1. A single family residence, together with out-buildings to such use, located on the same lot or parcel of land, including:
 - a. A private garage with a capacity not to exceed three (3) automobiles.
 - b. A boat repair or storage building for the personal use of the occupant.
 - c. A children's playhouse.
 - d. Lath or green house
 - e. Tool houses
 - f. Hobby shops not used commercially.
 - g. Facilities to house and care for livestock or poultry.
 - 2. Churches, temples, or other places used exclusively for religious worship shall be permitted within this zone upon approval of location and development plans by the "Committee of Architecture", and also upon the granting of a conditional use permit by the County Planning Commission.
 - 3. The following auxiliary uses, if they do not alter the character of the premises as a single family residence:
 - a. One detached guest house on the same premises as and not less than twenty (20) feet from the main building for the use of temporary guests of the occupants of the premises, if such quarters are not rented or otherwise used as a separate dwelling.
 - b. Fences, walls, or hedges may be erected, started or maintained to a height of 72" above the adjacent grade when used as a property line or boundary separation, except that no fence, wall, or hedge may be used for this purpose in the front setback area of a lot in excess of 42" above the adjacent grade.

**AUXILIARY
USES**

FENCES

FRONT YARD
SETBACK

B. BUILDING SETBACKS

1. Frontyard setbacks shall conform to a minimum depth of fifty (50) feet from the front property line to the furthest structural projection, including eaves, overhangs, porches or any building or structure. Excepted from the setback would be any hillside lots where it would not be possible to set back fifty (50) feet. In these cases the requirements under Residential Zone S-1A would apply.
2. A side yard shall be maintained at least fifteen (15) feet in depth from all side property lines to the building line of any structure.

VEHICLE
STORAGE

C. VEHICLE STORAGE

Every dwelling or other structure in Residential Zone designed for or intended to be used as a dwelling, shall have on the same lot or parcel of land, automobile space conveniently accessible from the street. This space shall be of sufficient capacity so as to not exceed maximum vehicle storage requirements as outlined above.

LOT SPLIT

D. SUBDIVISION OF LOTS

No lot or parcel of land shall be divided into smaller lots or parcels less than two-thirds (2/3) acre under any conditions or circumstances whether for lease, sale, or rental purposes.

These conditions shall run with the land and shall be binding upon all parties and all persons claiming under them until March 10, 1982, at which time said Conditions and Covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of the owners of a majority of the lots in said Subdivision, it is agreed to change said Conditions in whole or in part.

PROVIDED FURTHER, that if any paragraph, section, clause or phrase of the restrictions, conditions and covenants herein contained shall be or become illegal, null, or void, for any reason or shall be held by any court of competent jurisdiction to be illegal, null, or void, the remaining paragraphs, sections, sentences, clauses or phrases herein contained would have been and are imposed and each paragraph, section, sentence, clause or paragraph thereof, irrespective of the fact that any one or more other paragraphs, sections, sentences, clauses or phrases are or shall become or be illegal, null, or void.

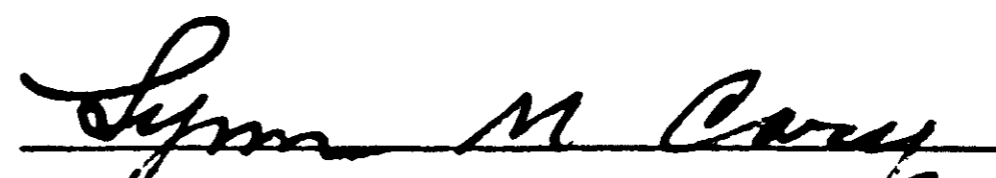
PROVIDED FURTHER, that if any owner of any lot in said property or his heirs, or assigns, shall violate or attempt to violate any of the conditions, covenants and/or restrictions herein, it shall be lawful for any other person or persons owning any other lots in said property to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such conditions, covenants, and/or restrictions and either to prevent him or them from so doing or to recover damages or other dues for such violation.

PROVIDED FURTHER, that a breach of any of the foregoing conditions, covenants, and/or restrictions shall not defeat or render invalid the line of any mortgage, or deed of trust in good faith, and for value, as to said property or any part thereof; but such conditions, covenants, and/or restrictions shall be binding upon and effective against any owner or any lot or lots in said property whose title is acquired by foreclosure, trustee's sale or otherwise.

Amendments to previous covenants filed July 6, 1964.



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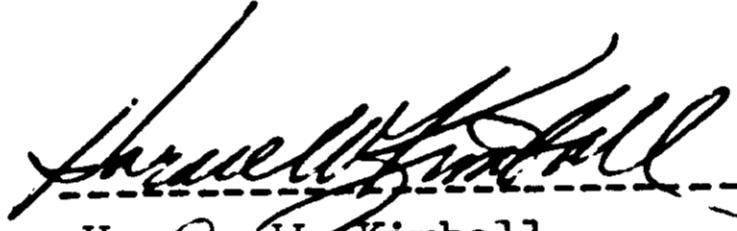

Highland Estates & Associates

ACKNOWLEDGEMENT

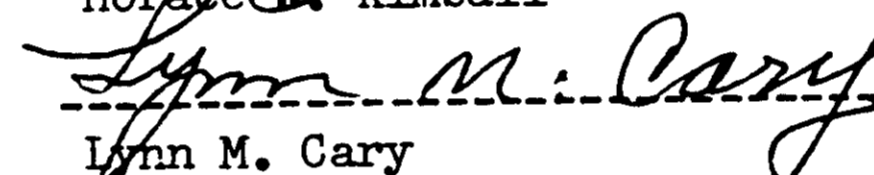
State of Utah

County of Summit

On the 14th day of March, 1972 Horace W. Kimball and Lynn M. Cary personally appeared before me, the undersigned Notary Public, in and for said county of Summit in said state of Utah who duly acknowledged filing of amended Restrictive Covenants of Highland Estates and that they signed it freely and voluntarily and for the uses and purposes therein mentioned.

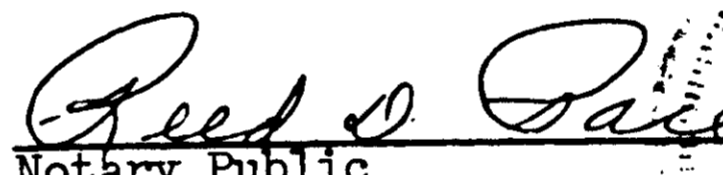


Horace W. Kimball



Lynn M. Cary

My commission expires Feb. 18 - 1975


Notary Public
Coalville, W. Va.

