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BOOK 2382 PAGE 30

Recorded SEP 29 1965 at 2:29 P.M.  
 Request of MOHLE ABSTRACT & TITLE CO.  
 Fee Paid HAZEL TAGGART CHASE  
 Recorder (Salt Lake County) Utah  
 \$ 4.00 By Lee Goddard Deputy  
 Ref. \_\_\_\_\_

RESTRICTIVE COVENANTS FOR HIGHLAND MEADOWS NO. 5

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned are the owners of the following described property in Salt Lake County, State of Utah, to-wit:

All of Lots 60 to 75, both inclusive, of HIGHLAND MEADOWS NO. 5, a subdivision located in the Northeast quarter of Section 34, Township 1 South, Range 2 West, Salt Lake Base and Meridian,

and are desirous of creating restrictions and covenants affecting said property.

NOW THEREFORE, in consideration of the premises, the undersigned hereby declare the property herein described subject to the following restrictions and covenants.

1. All of the lots in HIGHLAND MEADOWS NO. 5 are held and shall be conveyed subject to the restrictions and covenants hereinafter set forth and all persons or corporations who hereafter own or have any interest in any lot in said subdivision shall hold the same subject to the agreement and covenant with the other owners, their heirs, successors and assigns, to conform to and observe the same for a period of thirty (30) years from the date of recording, provided however, that each of said restrictions and covenants shall be renewed and automatically continued thereafter for successive periods of ten (10) years each unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.
2. USE OF LAND: All of the lots shown on plat shall be used only for one family dwellings not to exceed two (2) stories in height and a private garage or carport for not more than two (2) cars.
3. SET-BACK OF IMPROVEMENTS AND APPURTENANCES: No building shall be erected on any of said lots nearer than twenty-five (25) feet to the front lot line nor nearer than eight (8) feet to any side line or nearer than twenty (20) feet to any side street line. The side line restrictions shall not apply to a garage located on the rear one-quarter of any lot except that on corner lots no structure shall be permitted nearer than twenty (20) feet to the side street line. The minimum area of any lot shall be 7,000 square feet and the width of any lot at the building set back line shall be not less than sixty (60) feet.
4. NO TRADE OR BUSINESS PERMITTED: No trade or business or activity of any kind or nature shall be permitted on any lot nor shall anything be done thereon which is or may become an annoyance or nuisance to the neighborhood.
5. TEMPORARY STRUCTURES: No trailer, basement, tent, shack, garage, barn or other outbuilding shall be moved onto or erected on any lot for use as a residence, temporarily or permanently, and no residence of a temporary character shall be permitted thereon excepting for contractors temporary buildings.
6. PLAN, DESIGN AND LOCATION OF BUILDING TO BE APPROVED: No building shall be placed or erected on any lot until the design and location have been approved in writing by a committee composed of Jack R. Gordon and Robert R. Bush and James R. Hardy. In the event, however, that such committee shall fail to approve or disapprove a design or location within thirty (30) days after approval thereof has been requested in writing, or in any event if no suit to enjoin construction has been filed prior to the completion thereof then such approval will not be required provided the design and location on the lot conform to the restrictions herein contained and are in harmony with existing structures in the subdivision.
7. SIGNS: No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five (5) square feet advertising the property for sale or rent or signs used by a builder to advertise the property during the construction and sales period.
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 nor shall oil wells, tanks, tunnels, mineral excavations or shafts 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.

9. **LIVESTOCK AND POULTRY:** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

10. **GARBAGE AND REFUSE DISPOSAL:** No lot shall be used or maintained as a dumping ground for rubbish. Trash, 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 clean and in a sanitary condition.

11. **WATER SUPPLY:** No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the Salt Lake County (State or local) public health authority.

12. **SEWAGE DISPOSAL:** No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Salt Lake County Public Health Authority. Approval of such system as installed shall be obtained from such authority.

13. **BUILDINGS PERMITTED:** The ground floor area of the main structure, exclusive of one story open porches and garages shall not be less than nine hundred (900) square feet in the case of one story single family dwellings and not less than eight hundred (800) square feet in the case of one and one-half or two story single family structures. (See paragraph #2. Use of Land)

14. **EASEMENTS:** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five (5) feet of each lot. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot except for those improvements for which a public authority or utility company is responsible.

15. **FENCE OR WALL:** No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback lines.

16. **NO CLOTHES DRYING OR STORAGE** of any articles is permitted in carports unless in enclosed areas designed for such purposes. Storage and repair of automobiles is not permitted on any lots or streets in the subdivision. Camp trailers and other trailers must be stored in the rear yards on all lots.

17. **MEMBERSHIP:** The architectural control committee is composed of Jack R. Gordon, 3692 Juno Circle, Robert R. Bush, 5250 South 4280 West and James R. Hardy, 3704 South 4310 West, Salt Lake City, Utah. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services pursuant to this covenant. At any time the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

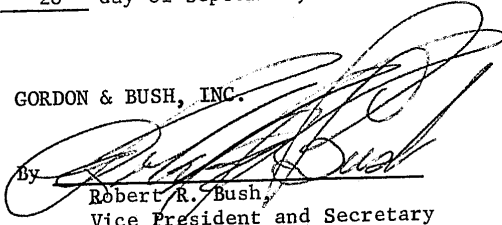
18. **RIGHT TO ENFORCE:** The restrictions herein set forth shall run with the land and bind the owners, their heirs, successors and assigns, and with each of them to comply with and observe said restrictions as to the use of said lots and the construction of improvements thereon, but no restrictions herein contained shall be personally binding on any person or persons or corporation except in respect of breaches committed during its, his, her or their seizure of or title to said land, and the owner of the lots in said subdivision shall have the right to sue for and obtain any injunctions prohibitive or mandatory to prevent the breach of or to enforce the observance of the restrictions above set forth in addition to ordinary legal actions for damages and the failure of the undersigned, Gordon & Bush, Inc. or the owner or owners of any of the lots in the subdivision to enforce any of the restrictions herein set forth at the time of its violation shall in no event be deemed a waiver of the right to do so thereafter.

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HIGHLAND MEADOWS NO. 5

19. INVALIDATION OF RESTRICTIONS: The invalidation of any restriction herein contained by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

DATED at Salt Lake City, Utah this 28 day of September, 1965.

GORDON & BUSH, INC.

By 

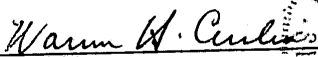
Robert R. Bush,  
Vice President and Secretary

STATE OF UTAH )  
SS  
County of Salt Lake)

On the 28 day of September, 1965, personally appeared before me Robert R. Bush, who being duly sworn did say that he is the Vice President and Secretary of Gordon & Bush, Inc., a Utah corporation, and that said instrument was signed in behalf of said corporation by authority of its by-laws or a resolution of its Board of Directors, as the case may be, and said Robert R. Bush, Vice President and Secretary, acknowledged to me that said corporation executed the same.

My Commission Expires:

5-20-66

  
Notary Public  
Residing in Salt Lake City, Utah  
