

265612

RESTRICTION AGREEMENT

S² 4-33-57-24

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We, the undersigned, EDWIN M. HIGLEY and AFTON C. HIGLEY, his wife, owners of the real property hereinafter described do hereby certify and declare that the following restrictive covenants are hereby imposed upon all lots embraced within the property described as follows:

Beginning at a point 32 rods East of the Southwest corner of the Southeast Quarter of Section 33, Township 5 North, Range 2 West, Salt Lake Meridian, and running thence North 32 rods; thence West 5 rods; thence North 48 rods; thence West 27 rods; thence North 30 rods; thence East 80 rods; thence South 110 rods; thence West 48 rods to the point of beginning.

The covenants hereinafter specifically set forth are to run with the land and shall be binding on all parties and all persons claiming under them until 25 years from date, at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of a majority of the then owners of said lots, it is agreed to change said covenants in whole or in part. If any party hereto, their heirs or assigns shall violate or attempt to violate any of the covenants herein contained to be kept by them it shall be lawful for any other person or persons owning any real property situated in said above described property to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate the same, either to enjoin or prohibit any such violation or for damages or other compensation or both for any such violations. In the event any of the covenants herein contained or any part thereof be declared invalid by any court of competent jurisdiction the remainder thereof shall in no ways be effected by such judgments, but shall remain in full force and effect.

1. No out buildings shall be built or moved on to said property without first receiving approval of building in writing in advance by the Committee.
2. The Committee authorized to examine the same shall consist of Kermit Brimhall, Edwin M. Higley, and Llewellyn L. Long, all of Davis County, Utah. Said Committee may, in writing designate by a majority of its members, a representative to act in the place and stead of said Committee, the remaining member or members shall have full authority to approve or disapprove any design or location presented to them or to designate a representative to act for them in their stead. In the event any plans specifications or locations shall not be approved to disapproved in writing within 30 days after the same have been submitted to be committed, or in any event, if no suit to enjoin the erection of any proposed structure or the making of any such alteration has been commenced prior to the completion thereof, the same shall be considered approved and this covenant fully complied with.

WITNESS the hands of said owners, the 3rd day of April, 1964.

Edwin M. Higley
Edwin M. Higley

Afton C. Higley
Afton C. Higley

STATE OF UTAH)
County of Davis)

On the 3rd Day of April, 1964, personally appeared before me EDWIN M. HIGLEY and AFTON C. HIGLEY, his wife, the signers of the within instrument, who acknowledged to me that they executed the same.

[Signature]
Notary Public
Residing at Kaysville, Utah

My Commission Expires April 4, 1966

Recorded at request of SECURITY TITLE COMPANY Order No. 26687 Fee Paid 2.00
Date APR 3 1964 at 2:02 P.M. EMILY T. ELDREDGE Recorder Davis County
By *[Signature]* Deputy Book 289 Page 619