

2821162

RESTRICTIVE COVENANTS
JORDAN HIGHLANDS WEST
SALT LAKE COUNTY, UTAH

WHEREAS, REALTY INC., a Utah Corporation is the owner of the following described property in Salt Lake County, State of Utah to wit:

Beginning at the North East corner of Sec 34, T2S, R2W, S.L.B. & M. and running thence along the Section Line S 0°36'34" E. 2586.02 feet; thence North 89°58'51" West 1875.04 feet; thence N. 0° 36' 34" West 2582.30 feet; thence North 89° 54' 20" E. 1875.00 feet to the point of beginning. Containing 111.23 acres.

and

WHEREAS, said Realty Inc., has divided said property into agricultural units of five (5) plus acre parcels and is desirous of placing restrictions and covenants against the ground and all purchasers, assigns or subsequent title holders of said 5 plus acre parcels. It is acknowledged that Realty Inc. is purchasing the above described property under a Uniform Real Estate Contract and will in the course of events receive fee title to said property. Upon receiving a fee title deed to all or any portion of the above described property then these restrictions and covenants shall be recorded against and binding upon all successors or assigns of parcels and attached to the land.

and

WHEREAS, each and every owner, assign or successor agrees to and shall become a shareholder in a non profit organization (one share per each five plus acre parcel) to be organized under the laws of the State of Utah and to be known as the Jordan Highlands West Owners Association. Said Association shall perform such services and duties as determined by the shareholders, including but not limited to road maintenance, water and utility maintenance, restriction and covenant enforcement.

JUN 4 1976
Recorded _____ at 3:20 p.m.
Request of May Schmidt
KATIE L. DIXON, Recorder
Salt Lake County, Utah
\$ 6.00 By Patricia Brown Deputy
REF. _____

3603 So State
84115

BOOK 4222 PAGE 154

NOW, THEREFORE, the following restrictions, reservations, and requirements are hereby created and declared to be covenants running with the land hereinabove described; and the undersigned Realty Inc. owner of said land does hereby declare that the above described land is to be held and conveyed subject to the following restrictions, reservations, and requirements.

I
AGRICULTURAL UNITS

Each and every 5 acre plus parcel herein shall be known and is hereby designated as an "Agricultural Unit: and no residential structure shall be erected, altered, placed or permitted to remain on any such "Agricultural Unit" other than a single family dwelling not to exceed two stories in height above front street and a private garage for not more than three automobiles, unless a variance is obtained in writing from the Jordan Highlands West Owners Assoc., pursuant to the rules and regulations of that organization.

II
BUILDING SIZE, DESIGN, AND PLACEMENT

No building shall be erected or placed or altered on any "Agricultural Unit" in this development until the building plans, specifications and plot plan showing the location of such building on the property have been approved in writing by the association, including the conformity and harmony of external design with existing structures in the development, and as to location of the building with respect to topography and finished ground elevation.

IIA
STRUCTURES SPECIFICALLY PROHIBITED

No basement, tent, shack, garage, barn, or other outbuilding erected in, upon, or about any of said "Agricultural Units" shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence. No structure or mobile home shall be moved on to any "Agricultural Units" for use as a residence unless it meets with the approval of the association, such approval to be given in writing.

III
TRADES AND OFFENSIVE USES

No noxious or offensive trade or activity shall be carried on upon any "Agricultural Unit" or any part of portion thereof, nor shall anything be done thereon which may become an annoyance or nuisance to the occupants of the remaining "Agricultural Units". This development is not intended to be divided for or used for a commercial area, therefore, no activity of a commercial nature will be permitted in the area. The raising of mink is specifically forbidden in this development. The raising of hogs, sheep, and poultry are limited to owners personal use. Raising of cattle and horses and the growing of food and crops are encouraged. This paragraph is not intended to restrict the area so as to prohibit the raising of fine small birds or animals as pets or as a special hobby, or the keeping of horses or cattle or domestic pets for personal use. However, the housing of such pets must be so constructed that it will not be unsightly, and the number of such birds and pets and the housing for them shall be approved by the association, and in this connection no horse or cattle barns shall be erected or maintained on any lot in relationship to homes erected on other closer than one hundred (100) feet to any such home. Any outbuilding must be approved in writing by the association prior to being constructed.

BOOK 4222 PAGE 156

IV
SIGNS AND REFUSE

No signs, billboards or other advertising structures may be erected or displayed on any of the "Agricultural Units" or parts or portions of said "Agricultural Units" except that a single sign, not more than three (3) by five (5) feet in size, advertising a specific parcel for sale or house for rent, may be displayed on the premises affected.

No trash, ashes, or any other refuse may be thrown or dumped on any "Agricultural Unit" or portion thereof.

V
SEWAGE, WATER, AND UTILITIES

Until such time as a sanitary sewer system shall have been constructed to serve this subdivision, an individual sewage disposal system constructed in accordance with the requirements of the Utah State Department of Health, shall be installed to serve each dwelling, by the owner of the dwelling. The effluent from said system shall not be permitted to discharge into a stream, storm sewer, open ditch, or drain. No outside privy either temporary or permanent shall be permitted on any lot.

All public utilities, including natural gas, electric power, and telephone communication, shall be used by the individual owner under the rules and regulations prescribed by the company furnishing the public utility when said public utility is made available to each lot owner.

VI
MAINTENANCE OF STREETS AND COMMONLY HELD PROPERTY

The owners association shall be solely responsible for the maintenance of all common streets in the subdivision, including regrading, surfacing, snow removal, and all other necessary streets work.

The owners association shall develop, improve, and maintain all commonly held property and improvements.

The costs of such activities will be met by assessments levied upon the stockholders of Jordan Highlands West Owners Association. Each assessment when properly assessed, shall be and remain a lien upon the real property of such stockholder within the development, and upon the shares of such stockholder in Jordan Highlands West Owners Association.

VII
ROADWAYS

The system of roadways within this development shall remain private roadways and will not be dedicated for public use unless and until the association deems it desirable to do so.

VIII
RESTRICTIONS TO RUN WITH THE LAND

All covenants and restrictions herein stated and set forth shall run with the land and be binding on all parties and persons claiming any interest in said "Agricultural Units" or any part thereof until fifteen (15) years from the date hereof, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless by a vote of a majority of the ten owners of said "Agricultural Units", it is agreed to change the said covenants in whole or in part.

IX
PENALTY FOR VIOLATION

If the parties now claiming any interest in said "Agricultural Units", or any of them or their heirs, successors, grantees, personal representatives or assigns, shall violate or attempt to violate any of the covenants and restrictions herein contained prior to fifteen years from date hereof, it shall be lawful for any other person or persons owning any other residential lot or lots in said area,

or the association, to prosecute any proceedings at law or inequity against the person or persons, firms or associations so violating or attempting to violate any such covenant or covenants and/or restriction or restrictions, and either prevent him or them from so doing or to recover damages or seek other relief for such violation or violations.

X
SAVING CLAUSE

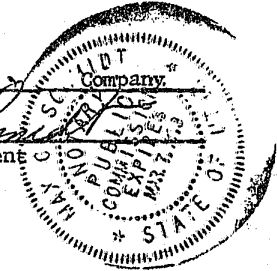
Invalidation of any one or the covenants and restrictions hereinbefore set forth by judgment or court order or other official decree, shall in no wise affect any of the other provisions hereof which shall remain in full force and effect until fifteen (15) years from the date hereof subject to automatic extension as provided in paragraph VII hereof.

DATED THE 4th day of June, 1976.

Attest:

Jerald G. Schmidt
Secretary

Jordan Highlands West Company
Glen C. Schmidt
President



STATE OF UTAH,)
County of Salt Lake) ss.

On the 4th day of June, 1976 A.D. personally appeared before me Glen C. Schmidt and Jerold G. Schmidt, who being by me duly sworn did say, each for himself, that he, the said Glen C. Schmidt is the president, and he, the said Jerold G. Schmidt is the secretary of Realty, Inc. Company, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said Glen C. Schmidt and Jerold G. Schmidt each duly acknowledged to me that the said corporation executed the same and that the seal affixed is the seal of the said corporation.

[Signature]
Notary Public.

My commission expires 3-7-77 My residence is Salt Lake