

day of October, 1965.

STATE OF UTAH)
) ss.
COUNTY OF DAVIS)

HIGHLAND'S, INC., a Corporation

By: DALE T. SMEDLEY
Dale T. Smedley, President

On this 18th day of October, 1965, personally appeared before me Dale T. Smedley, who being by me duly sworn, did say that he is the President of Highland's Inc., and the the above instrument was executed in behalf of said corporation by authority of a resolution of its Board of Directors and said Highland's Inc., duly acknowledged to me that said corporation executed the same.

(Notary Seal)

My Commission Expires: 9/7/68

DENNIS E. MCBRIDE
Notary Public
Residing at Syracuse, Utah

Recorded at the request of Dale T. Smedley, October 19 A.D. 1965 at 1:27 o'clock P.M.

Betty J. Randall
Deputy County Recorder

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No. 33833

RESTRICTIVE COVENANTS

WHEREAS, the undersigned, HIGHLANDS, INC., a Utah Corporation, is the fee owner of all of HIGHLANDS, INC., #3

A part of the East 1/2 of Sec. 22, and a part of the West 1/2 of Section 23, T. 5 N., R. 1 E., S. 1 B. & M. U.S. Survey, described as follows: Beginning at the S. W. corner of Lot 27, Highlands Addition No. 1, said point being North 753.68' ft. and East 2.03' ft. from the S. W. corner of Section 23, T. 5 N., R. 1 E., S. 1 B. & M. and running thence N. 44° 33' 08" W. 232.46 ft., thence N. 71° 00' W. 465.00' ft., thence S. 83° 20' W. 115.00' ft., thence N. 6° 40' W. 560.00 ft., thence N. 31° 00' W. 185.00' ft., thence N. 42° 00' W. 435.00 ft., thence N. 49° 38' E. 260.00 ft., thence N. 35° 38' East 418.59' ft. thence N. 57° 25' E. 575.09 ft., thence East 204.95 ft., thence North 86.26 ft., thence East 60.00' ft. to the West boundary of Highlands Addition No. 1 thence along the Westerly boundary of said Subdivision the following courses: South 286.26' ft., East 20.00' ft., South 366.00' ft., East 329.72' ft., and S 56° 07' 41" East 55.07' ft., thence N. 26° 56' 30" E. 64.33' ft., thence S. 73° 34' E. 170.00' ft.; thence along a 233.00 ft. radius curve to the left for an arc distance of 70.89 ft., thence S. 1° 00' E. 92.07 ft., thence along a 167.00 ft., radius curve to the right for an arc distance of 65.09' ft., thence S. 21° 20' W. 41.26' ft., thence along a 233.00 ft., radius curve to the left for an arc distance of 112.21 ft., thence S. 83° 44' 20" W. 248.85 ft., to the West boundary of Highland Addition No. 1, thence along said Westerly boundary the following courses: S 6° 36' 10" E. 332.82 ft., S. 4° 00' W. 198.89 ft., West 200.00 ft., S. 24° 04' W. 303.35 ft., S. 16° 20' W. 60.00 ft., S. 73° 40' E. 55.00 ft., and S. 9° 56' W. 296.59 ft. to the point of beginning.

WHEREAS, the undersigned, as the fee owner of said real property, has caused the same to be subdivided and duly platted as a subdivision to be known as THE HIGHLAND'S ADDITION #3, and to cause the said plat to be recorded contemporaneously with these restrictive covenants in the office of the County Recorder, in and for Morgan County, State of Utah:

NOW THEREFORE, to insure the use of the said property for attractive residential purposes only; to prevent nuisances, to prevent the impairment of the attractiveness of the property, to maintain the desired tone of the community, and thereby to secure to each site owner the full benefit and enjoyment of his home, with no greater restriction upon the free and undisturbed use of his site than is necessary to insure the same advantages to the other site owners, the undersigned hereby does declare the following limitations, restrictions and covenants to run with the land as provided by law and to be binding on all parties and all persons claiming under the undersigned and to be binding upon all future owners in said subdivision. Said covenants and restrictions are hereby announced and declared as follows:

1. The covenants, conditions and restrictions herein declared shall be perpetual and shall apply to and be forever binding upon the grantees, their heirs, executors, administrators and assigns and are imposed upon said realty as an obligation or charge against the same for the benefit of the grantor and the respective grantees hereinafter acquiring interest in the lands affected hereby.

2. All sales or leases of lots in this subdivision shall be made subject to the restrictions as herein set forth. No lot shall be subdivided but shall be retained in its original size as provided in the plat thereof filed in the office of the Recorder of Morgan County, and no sale, lease or other conveyance or

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demise of any portion of any lot shall be valid or enforceable, save a deed or conveyance of the whole of said lot subject to the restrictions herein provided except that in the event that change in the boundary line or size of any lot is found desirable to accommodate a specific purpose, such change may be made with the mutual approval of the building committee and the affected property owners.

3. No lot shall be utilized except for residential purposes.

4. No building shall be erected, altered, placed or permitted to be constructed by any means whatsoever on any lot in the above referred to subdivision other than one detached single-family dwelling/no less than 1,200 square feet or a constructed value of less than \$18,000.00: Such value to be based on those prevailing at the time these covenants are recorded.

5. All construction and improvement of any lot in the subdivision and the plans therefore shall be submitted first to the architectural control committee for review and no improvement, construction, alteration remodeling, landscaping, grading, change of elevation, drainage, or other act of improvement or alteration of the condition of said lot shall be done without the approval first had of the architectural control committee.

6. All lavatories, sinks, toilets and drains shall be built in-doors and connected with an outside septic tank, which tank and lateral drainage must be so constructed as to be acceptable to the Department of Health of the State of Utah.

7. When a sewer line is laid in any street in this subdivision upon which the property abuts, it shall be incumbent upon the owner of said property so abutting upon the street to establish connection with said sewer system without delay and to thereafter make use of the said sewer system to the exclusion of any and all septic tanks, drain fields or related equipment.

8. There shall be no detached garage or other outbuildings permitted to be constructed, unless and except upon express written approval of the architectural control committee.

9. All property shall be adequately maintained and landscaped and neither weeds, junk, trash, or other offensive accumulation of any nature shall be permitted to accumulate upon any lot in said subdivision.

10. With the exception of those lots consisting of two to five acre parcels lying beyond and in a general direction easterly of Wasatch Road as platted in the said plat, no livestock, horse, cow, chicken, pigeons, or other animals than cats and dogs or usual household pets shall be allowed to be maintained on any lot, except on those lots of two acres to five acres lying beyond Wasatch Road, as otherwise provided herein. No more horses may be maintained on any such lot than can be well and safely contained and grazed therein and subject to restrictions elsewhere imposed as to the subdivision, save and except a suitable use building maintained at a safe distance from all property lines, said building to be properly constructed for the sanitary housing of pets or animals intended, to be kept cleaned, properly painted, and to provide suitable drainage and at no time shall an accumulation of waste deposits or manure be permitted.

11. No commercial or manufacturing enterprise shall be conducted from any lot in this subdivision, nor shall any business of any nature be allowed to be conducted from any lot, nor shall any animals or pets be kept or bred for any commercial purposes.

12. No signs, billboards or advertisement of any nature shall be allowed to be placed upon any lot in this subdivision, except one sign advertising a property for sale or lease and developers, signs during his construction and sales period.

13. There shall be no temporary structures permitted on any lot, nor shall any trailer, tent, shack or other outbuilding either for temporary or for permanent use, save and except such temporary buildings as may be necessary during the construction of a permanent edifice on said lot, and any such structure shall be removed immediately upon completion of construction. One camp trailer for recreational use may be inconspicuously stored on each lot but not on any street.

14. Construction of all buildings shall be carried forward promptly with a minimum of inconvenience and obstruction to roads or other lots in the subdivision.

15. No fence shall be constructed unless approval shall first be had of the architectural control

committee as to design, type, size, and location thereof.

16. Easements of record at the time these covenants are recorded are reserved on, over, under, across and through said Highland Addition #3 for the construction, installation and continued maintenance, repair, reconstruction; replacement and/or removal of water lines, electric distribution lines, telephone circuits, and other utilities of like nature, and no owner shall permit interference with the right to trim or remove trees or underbrush to accommodate said line or utilities.

17. The lots herein shall be subject to the planning and zoning regulations of Morgan County, Said planning and zoning regulations shall be in addition to the restrictions hereby imposed.

18. There is hereby created for the purpose of enforcing and carrying out the enforcement of the covenants aforesaid, an architectural control committee to consist of one officer of Highland's Inc., formerly known as Montana-Utah Development Corporation, a competent architect, a registered civil engineer or land surveyor, and two owners of lots in the said subdivision. The identity of the parties comprising this committee shall be designated within ten days after the recording of these restrictions and the identity thereof can be obtained and the makeup of the committee at any time ascertained by inquiry from Highland's Inc., 2198 North 75 West, Sunset, Utah. The makeup of the committee may be changed by election of a majority of the lot owners in said subdivision at any time within one year from the date of the recording of these restrictive covenants, provided only that at all times there shall be one representative of Highland's, Inc., formerly known as Montana-Utah Development Corporation retained on the architectural control committee. The lot owners, after more than 50% of the lots in said subdivision have been sold, may collectively arrange for an election procedure for the maintenance of the architectural control committee and to select the members thereof. After said election the identity of the members elected to serve shall be given to Highlands, Inc., who shall at all times be kept currently advised as to the membership of said committee. Except for a reasonable fee for the services of the engineer or surveyor all other members of the architectural control committee shall serve without compensation. The architectural committee must act on all proposals and reply to them within 60 days of its receipt thereof.

19. If the owner of any lot herein or the heirs, successors or assigns of any such owner shall violate or attempt to violate any of the covenants herein set forth, it shall be lawful for any other person owning any other property situated in the subdivision to prosecute any proceedings at law or in equity against the person violating or attempting to violate such covenant and either prevent him from so doing or recover damages for violation.

20. Invalidity of any of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

All of the covenants, restrictions, limitations and conditions hereinabove set forth shall run with the land and shall be considered as embodied in all deeds, conveyances, encumbrances and written instruments hereinafter made or executed by the owner, heirs, successors or assigns thereof, and shall have the same force and effect as if embodied therein and made a part thereof.

IN WITNESS WHEREOF, Highland's Inc., by its officers thereunto duly authorized, hereby make and execute these covenants this 19 day of October, 1965.

ATTEST:

Secretary

STATE OF UTAH)
) ss/
COUNTY OF DAVIS)

HIGHLAND'S INC.

By DALE T. SMEDLEY
President

By HELEN B. SMEDLEY
Vice President

On the 19th day of October, 1965, personally appeared before me Dale T. Smedley and Helen B. Smedley who being by me duly sworn did say, each for him or herself, that he or she, the said Dale T. Smedley is president, and she the said Helen B. Smedley is Vice President of Highlands Inc., 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 Dale T. Smedley and Helen B. Smedley each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

RECORDED 10-19-65