

STATE OF UTAH )  
COUNTY OF SALT LAKE ) ss.

On the 28th day of April, 1967, before me personally appeared J. T. SIMON, to me personally known, who, being by me duly sworn, did say that he is the Vice President of Mountain Fuel Supply Company, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said J. T. Simon acknowledged said instrument to be the free act and deed of said corporation.

(Notary Seal)

My Commission Expires:

N. L. WITTE  
Notary Public

N. L. WITTE  
Notary Public residing at Salt Lake City  
Utah, My commission expires Feb. 12, 1968.

Recorded at the request of Mountain Fuel Supply Company, May 9 A.D. 1967 at 9:00 o'clock A.M.

*Betty J. Randall*  
Deputy County Recorder

RESTRICTIVE COVENANTS

No. 34945

WHEREAS, the undersigned, HIGHLANDS, INC., a Utah Corporation, is the fee owner of all of HIGHLANDS, INC., #6.

A part of Lots 42 and 43 Highlands Addition No. 1, and a part of the East 1/2 of Section 22 and a part of the West 1/2 of Section 23, Township 5 North, Range 1 East, Salt Lake Base and Meridian, U. S. Survey, described as follows: Beginning at the Northeast corner of Lot 125 Highlands Addition No. 3, said point also being North 2913.74 feet and West 34.80 feet from the Southwest Corner of said Section 23 and running thence West 204.95 feet, thence South 57° 25' W. 295.00 feet, thence North 20° 00' W. 418.00 feet, thence North 45° 03' 14" E. 369.13 feet, thence North 87° 05' E. 655.00 feet, thence South 73° 00' E. 210.00 feet, thence South 18° 32' 06" E. 95.38 feet, thence South 17° 18' W. 245.00 ft., thence South 23° 03' W. 80.00 feet, thence North 59° 16' 15" W. 281.40 feet, thence West 184.55 feet, thence South 50.00 feet, thence West 320.00 feet, thence South 50.00 feet 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 HIGHLANDS ADDITION #6, and is 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 sevure 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 conveyance or

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 desireable to accomodate 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 whatever

on any lot in the above referred to subdivision other than one detached single-family dwelling of 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 encumbent 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 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 or 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 building 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 Highlands Addition #6 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 carring out the enforcement of the covenants aforesaid, an architectural control committee to consist of one officer of Highlands, Inc., formerly known as Montan-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 Highlands, 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 Highlands, 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 owing 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. Invalidation 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, Highlands, Inc., by its officers thereunto duly authorized hereby make and execute these covenants this 8th day of May 1967.

(Seal) *Highlands, Inc.*

By: A. KENT SMITH  
Secretary-Treasurer

HIGHLANDS, INC.

By: DALE T. SMEDLEY  
President

STATE OF UTAH )

) ss

COUNTY OF DAVIS )

*On the 8th day of May, 1967, personally appeared before me Dale T. Smedley and A. Kent Smith who*

*being by me duly sworn did day, each for himself, that he, the said Dale T. Smedley is the president, and he, the said A. Kent Smith is the secretary 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 officers and that each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.*

(Seal)

My commission expires: October 16, 1967

Katherine Leona Gardner  
Notary Public

Residing at: Ogden, Utah

Recorded at the request of Highlands, Inc. May 23, A.D. 1967 at 4:54 O'Clock P.M.

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*Betty J. Randall*  
Deputy County Recorder

No. 34970

I, CALVIN L. RAMPTON, Governor of the State of Utah, do hereby certify that the following Notaries Public have been commissioned by the State of Utah for the period from May 1, 1967 to May 31, 1967, IN

Morgan County.

NAME  
Ted L. Carter

(seal)

ADDRESS  
Morgan

EXPIRATION DATE  
5-2-71

CAL L. RAMPTON

State of Utah this Thirty-First day of May, 1967. GOVERNOR OF UTAH

BY THE GOVERNOR:

CLYDE C. MILLER  
Secretary of State

Recorded at the request of State of Utah, June 6 A.D. 1967 at 9:35 o'clock A.M.

*Gwen P. Francis*  
Deputy County Recorder

No. 34978

LEASE

WOOD and BEVERLY J. PETERSON of Croydon, County of Morgan, State of Utah, the lessors, hereby remise, release and let to Cedar Canyon Grazing Assn. & its members individually of \_\_\_\_\_ County of \_\_\_\_\_ State of Utah, the lessees executors, administrators and assigns all those premises situated, lying and being in the Croydon Area of \_\_\_\_\_ County of Morgan-Summit and State of Utah, and particularly described as follows,

to wit:

Grazing Lease covering Approx. 11,800-acres to run approx. 600 cows. The grazing season to be determined by lessee & lessor yearly, Lessee will do all work and maintain fences, corrals, and springs. Lessor will pay water assessment and property taxes, state lease payment.

TO HAVE AND TO HOLD the said premises, together with the appurtenances, unto the said lessees executors, administrators and assigns, from the 6th day of May A.D. 1967, for and during and until the 6th day of May, A.D. 1972, a term of a term of five years (5 years)

And the said lessees covenant and agrees to pay to said lessors heirs, executors, administrators and assigns as rental for said premises, the sum of Thirteen Thousand (\$13,000.00) Dollars, yearly payable in sums of Five Thousand Yearly in advance Dollars, in advance on the 1st day of May during said term. Balance due 1st day of November Yearly in full. (W. P. EG?)

And the said lessees further agrees to deliver up said premises to said lessors at the expiration of said term in as good order and condition as when the same were entered upon by said lessees, reasonable use and wear thereof and damage by the elements excepted, and that neither lessors nor lessees legal representatives will let or underlet said premises, or any part thereof without the written consent of said lessors first had and obtained.

And said lessees further covenant and agrees that if said rent above reserved or any part thereof shall be unpaid for 15 days after the same shall become due; or if default be made in any of the covenants herein contained to be kept by said lessees, or if said lessees shall vacate such premises, it shall and may be lawful for said lessors legal representatives or assigns, without notice or legal process, to re-enter and take possession of said premises and every and any part thereof and re-let the same and apply the net proceeds so received upon