

mail TO:
Rex Thomas

318 N. Palmsade Dr.
Orem, UT 84057

ENT 61857 BK 3500 PG 688
NINA B REID UTAH CO RECORDER BY JD
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RECORDED FOR T AND R CONSTRUCTION

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MOUNTAIN VIEW ACRES
OF HIGHLAND

PROTECTIVE COVENANTS
AND
BUILDING RESTRICTIONS

We the undersigned owners of the following described real property, to wit: Lots 1 through 26 inclusive, Mountain View Acres, located in Highland, Utah, do hereby make the following declarations as to limitations, restrictions and uses to which the lots and/or tracts may be put hereby specifying that the said declarations shall constitute covenants to run with all the land as provided by law and shall be binding upon all of the parties and all persons claiming under them, for the benefit of and limitations upon all future owners, including heirs and assigns, and any other person, corporation or institution which may have interest in or own, in whole or in part, any portion of the described real property.

Now Therefore, for the purpose of developing and preserving the said subdivision in an aesthetically and functionally desirable, uniform, and suitable state, thereby providing a pleasant, secure, and well maintained living environment, and so as to protect the investment of all owners therein, present and future, the following declarations are made:

1. DWELLINGS

A. SIZE

1. Single-story

Single-story dwellings (rambler style) must have a minimum of 1600 square feet of living area above grade, exclusive of garages, porches and steps, patios, decks, walkways and basements.

2. Two-story

Two-story dwellings must have a minimum of 2400 square feet of living area above grade, with at least 1400 square feet of that space on the main floor, exclusive of garages, porches and steps, patios, decks, walkways and basements.

3. Multiple-level home

Regardless of the style (multiple-level, etc.) 1800 square feet will be the minimum amount of finished living space with 600 square feet in the basement, finished or unfinished.

B. ARCHITECTURE

1. General Style

- a) To protect the investment of homeowners in this subdivision, homes of excellent design are recommended.
- b) No modular homes, prefabricated or pre-built homes, round homes, steel homes, or log cabin homes shall be built or erected. Up to 50% aluminum siding may be used on the sides or back. None may be used on the front of the home except for the soffits.
- c) Homes shall not exceed two stories above grade, except that bonus type attic rooms or lofts may be allowed within otherwise existing roof space so long as they do not have undue prominence or give the appearance of a third full story.

2. External Mechanical Equipment

Evaporative cooling devices ("swamp coolers") will be allowed, however, they must be located on the back side of the house so as not to be visible above the roofline from the street viewpoint. Central heating/cooling related devices (condensers, fresh-air induction ports, etc.) shall not be located in front of houses, and side-yard installations must be reasonably screened from street viewpoint.

11. EXTERIOR IMPROVEMENTS

A. Outbuildings

1. Detached accessory buildings such as additional garages storage for recreational vehicles, or storage for yard maintenance equipment shall be allowed, and are encouraged if said buildings:
 - a) meet all applicable zoning requirements with respect to size or location, or any other requirement including the avoidance of recorded easements;
 - b) conform in design and materials with the primary residence home on the lot;
 - c) they are not located adjacent to the front setback of the lot or closer than 10 feet to either the dwelling or another outbuilding.

B. Satellite Dishes and Solar Heating Units

Radio, shortwave, television and any like purpose antennae may be installed on the exterior of any dwelling, outbuilding, or roof thereof, as long as such antennae do not in any way create a disturbance to the neighborhood. Satellite TV dishes and solar heating units may also be installed if they are not within the front or side yards.

C. Landscaping

1. Planter Strip Maintenance

The planter strips between street curbs and sidewalks in front yards (or side yards of corner lots) shall be maintained in an aesthetic manner and so as to pose no hazard to pedestrians, bicyclists, or motor vehicles.

2. Maintenance and Weed Control

All owners shall endeavor to maintain landscaped portions of their lots in a reasonable state of upkeep and orderliness so as not to detract from the appearance of the subdivision. Also, portions of any lot not yet landscaped shall be maintained so as to avoid unsightly infestation with weeds. Such weed growths shall also be controlled as they may constitute a fire hazard during certain seasons of the year.

D. Fencing

1. In all cases, homeowners agree to abide by pertinent local zoning ordinances, both in letter and intent, especially as they relate to clear sight driving safety conditions on corner lots near driveways potentially obscured by curves in the road-way.

III. LAND USAGE

A. Occupancy

All dwellings in this subdivision are for single-family occupancy, in accordance with local zoning ordinance.

B. Animals

1. Commercial Uses

No animals, large or small, domesticated or otherwise shall be kept, maintained, housed, or bred for commercial purposes of any kind.

2. Pets

Dogs, cats, and other domesticated household pets may be kept but not in excessive numbers. Pets which

are given outdoor access must be contained within the owner's backyard. Pets and their containment areas (if such area has been designated in the owner's backyard) must be maintained in a clean and humane state. Other restrictions may apply in accordance with local animal control ordinances, specifically leash laws.

3. Large Animals

Animals will be permitted on any lot conforming to city ordinance requirement with the exception that no pigs will be allowed.

4. Liability

Owners shall be liable for any and all damage or loss caused by their animals, whether pets or horses, to the person or property of other lot owners (or their invitees). Animal owners will be responsible for maintaining control over animals they own at all times if such animals are taken out of their containment area. Under no condition are pets to roam free in the neighborhood nor shall they be allowed to create a nuisance for neighboring lot owners due to noise, odor, or unsightliness.

5. Fowl and Other Animals

The keeping of fowl or other small animals not already mentioned (reptiles, rare animals, etc.) shall be limited by existing animal ordinances.

C. Nuisances

Offensive or noxious activities or objects, which may become an annoyance or nuisance to the neighborhood, shall not be allowed on any lot; such nuisances include, but are not limited to, loud or disturbing noises, frequent or repetitive noises (whether produced artificially or by animals of any kind), the creation of unsafe or hazardous physical conditions, and the creation of offensive odors. Noises due to legitimate construction or maintenance purposes are excluded from this provision. Hobby use of noise-producing machine tools or other noise-producing implements shall be performed in an environment that will insulate other residents from the noise.

D. Parking and Storage

1. For safety reasons and to protect the aesthetics of the subdivision, street parking shall not be allowed, the exception being vehicles belonging to short-term visitors (staying not more than a week) or commercial vehicles in the process of providing goods or services to the homeowner.
2. Additionally, no inoperable automobile shall be placed or remain on any lot or adjacent street for more than 96 hours before being removed. No commercial vehicles, heavy machinery, construction equipment, junk, junk vehicles, commercial materials, dilapidated appliances or similar objects shall be stored on any lot or parked on any adjacent street.
3. Recreational vehicles, including but not limited to motor homes, trailers, campers, boats, hang-glidiers, ultra-light airplanes, off-road vehicles, snowmobiles, or similar vehicles shall be parked or stored behind the front yard setback.

E. Trash, Debris

No trash, ashes, nor any other refuse or debris may be dumped, disposed of, or stored on any lot. All home owners must subscribe to the city garbage disposal service.

F. Temporary Structures

No structure of a temporary character, or trailer, camper, motor or mobile home, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. The sole exception shall be the use of a trailer or outbuilding as an on-site residence while construction of the primary residence is on-going.

IV. IRRIGATION

All irrigation water rights that were with the land have been turned over to Highland City, and a pressurized irrigation system has been installed for future use. Owners may rent water from the city of Highland.

V. GENERAL PROVISIONS

A. Limitation of Verbal Statements

No verbal statements by any person, developer, contractor, marketing agent, banker, lot owner, or any other person associated with the development, marketing, or sale of lots

in the Mountain View Acres subdivision shall be binding upon any person or entity. These written covenants and any written declarations of approvals or variances constitute the sole and final embodiment of any warranties, promises, or commitments whether explicit or implied.

B. Zoning and Governmental Compliance

All applicable zoning or governmental rules, regulations, and ordinances of Highland City, Utah County, or higher governmental agencies must be complied with regarding all activities within the subdivision. When a subject is covered both by this set of covenants and a governmental or zoning rule, restriction, or ordinance, the more restrictive requirements shall be met.

C. Amending of Covenants

These Covenants and Restrictions are in effect until all 26 lots have been sold or the developers determine in their judgement that control should rest with the lot owners of record at that given time. After control has been relinquished by original developers to lot owners, a vote of 2/3 of the recorded lot owners will be required to amend these covenants.

D. Severability

Invalidation of any of these covenants by judgement or court order shall in no way affect any of the other provisions of these covenants and restrictions, which shall remain in full force and effect.

It is required that each and every buyer of a lot in this subdivision read and understand these Protective Covenants and Building Restrictions, and they must sign this document where indicated below, specifying that they have read this document and agree to abide by its provisions for the mutual benefit of all lot owners.

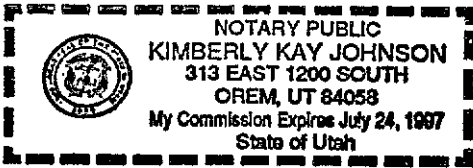
T & R CORPORATION

BY: <u>[Signature]</u>	<u>8-1-94</u>
Buyer	Date
BANK OF AMERICAN FORK	
BY: <u>[Signature]</u>	<u>8-1-94</u>
Buyer	Date

STATE OF UTAH

COUNTY OF UTAH

On this 1st day of August, 1994 before me personally appeared Rex Thomas, who being by me duly sworn did say, that he is the president of T & R, Corporation 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 Rex Thomas duly acknowledged to me that said corporation executed the same.

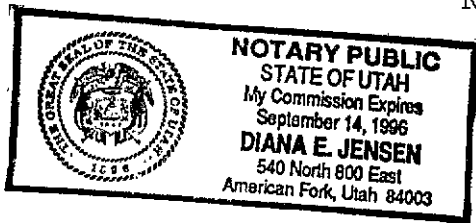


Kimberly Kay Johnson
NOTARY PUBLIC, RESIDING AT: OREM UT

STATE OF UTAH

COUNTY OF UTAH

On this 1st day of August, 1994 before me personally appeared Kevin B. Johnson, who being by me duly sworn did say, that he is the vice president of Bank of American Fork, and that the within and forging instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said Kevin B. Johnson duly acknowledged to me that said corporation executed the same.



Diana E. Jensen
NOTARY PUBLIC, RESIDING AT: