

12645

UTAH PALISADES CORPORATION
to
WHOM IT MAY CONCERN

RESTRICTIONS AND PROTECTIVE COVENANTS
FOR PALISADES AREA, UTAH COUNTY, UTAH

The following restrictions are hereby created and declared to be covenants running with the title and land constituting the PALISADES AREA, hereinafter described, and each and every part thereof, to-wit:

Commencing at a point 3015' West and 1170' North from the Southeast corner of Section 21, T. 4 S., R. 1 E., S.L.B. & M. and running thence North 585'; thence West 375', thence South 585', thence East 375' to the point of beginning. Also commencing at a point 3765' West from the South East corner of Section 21, T.4 S., R. 1 E. S.L.B. & M. and running thence North 585', thence East 375', thence South 585', thence West 375' to the P.O.B.

and the above referred to is to be held and shall be conveyed subject to the following reservations, restrictions and covenants hereinafter set forth.

1. PERSONS BOUND BY THESE RESTRICTIONS: The covenants and restrictions are to run with the land and all persons and corporations who now own or shall hereafter acquire any interest in any of the lands covered by these restrictions, shall be taken and held to agree and covenant with the owners of the total property described herein, and with their heirs, successors and assigns, to conform to and observe the following covenants, restrictions and stipulations as to the use thereof and construction of residences and improvements thereon, for a period of 30 years from the 1st day of May, 1961, at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of the majority of the then owners of the lots, it is agreed to change the said covenants in whole or in part.

2. COMMITTEE: No building shall be erected, placed or altered on any building lot in this area until the external design and location thereof have been approved by a Neighborhood Committee, which shall be appointed by the owners subject to the covenants herein set forth, PROVIDED HOWEVER, that if such Committee fails to approve or disapprove such designs and location within 30 days after said plans have been submitted to it, or if no suit to enjoin the erection of such building or making of such alterations has been commenced prior to the completion thereof, such approval will not be required.

3. TOPOGRAPHY: No cuts or fills of the existing topography may be effected until the plans for such cuts and fills shall have first been submitted to the Neighborhood Committee for its approval, and until said cuts and fills have been first approved in writing by said Committee. These restrictions apply also to proposed removal of timber, brush or other growth which exist on the landscape in its natural condition except as said removal may become necessary for the installation of any approved construction.

4. NUISANCES: No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

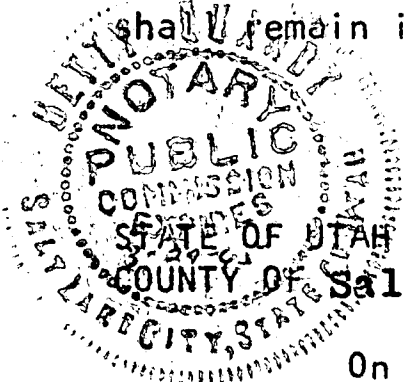
5. TEMPORARY RESIDENCE PROHIBITED: No trailer, basement, tent, garage, or other building erected on these lands shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence. No basements shall be capped over and used as living quarters.

6. VIOLATIONS AND DAMAGES: If the parties hereto, or any of them, their heirs or assigns, shall violate or attempt to violate any of the covenants herein mentioned, it shall be lawful for any other person or persons owning any real property situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating any such covenant, and either to prevent him or them from so doing or to recover damages or other dues for such violations.

7. SAVING CLAUSE: Invalidation of any one 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.

UTAH PALISADES CORPORATION

BY LeR Burton
President



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COUNTY OF Salt Lake (SS

On this 12th day of September 19 62 personally appeared before me LeR Burton known to me to be the person who signed the above and foregoing instrument, as President, and acknowledged to me that he executed the same by authority of Resolution of its Board of Directors.

(SEAL)

Betty Grand
Notary Public residing at

12645

HELENA WEST SMITHWATE
MAIL ROOM
SEP 17 10 07 AM '62
Helena West Smithwate

BOOK PAGE
ABS SEC
P. R. TP.
IND. R
FEE

\$ 2.50

Security Mills Co.
45 East 400 South
Salt Lake City
Utah
Attention: Rodger Quilley

