

WHEREAS THE LAND HEREIN DESCRIBED WAS ACQUIRED BY THE HEBER ESTATES TRUST COMPANY, INC. AND THE SAME IS BEING OFFERED FOR SALE IN LOTS AND THE SAID TRUST COMPANY HAS AGREED TO SELL THE SAME SUBJECT TO THE RESTRICTIONS AND COVENANTS HEREIN SET FORTH AND THE SAID RESTRICTIONS AND COVENANTS ARE HEREBY MADE A PART OF THIS INSTRUMENT.

RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

Stanley Title Company, Trustee, a Corporation of Utah, the owner of the following described property situate in the County of Wasatch, State of Utah, to-wit:

Lots 1 to 51, inclusive, Heber Estates, a Subdivision, According to the Official Plat thereof, recorded in the Office of the County Recorder of Wasatch County, Utah.

In consideration of the premises and as part of the general plan for improvement of said property, does hereby declare the property hereinabove described subject to the restrictions and covenants herein recited.

1. Benefits and burdens of these covenants and restrictions shall run with the land and all persons and corporation who now or shall hereafter acquire any interest in the land hereinabove described shall be taken and held to agree and covenant with the present and future owners of said land and with his or their successors and assigns, to conform to and observe the following covenants and restrictions as to the use thereof and construction of residence thereon for a period from the date hereof to a date 25 years from the date that these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

2. No commercial, industrial, business or enterprise of any kind or nature shall be carried on or upon said premises. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling, one guest house, private garage, and such other buildings, shed or garden tools or other structures which the Architectural Control Committee approves in advance. No lot shall be divided or resubdivided into smaller lots or parcels, except with the approval of the Architectural Control Committee. No trash, ashes, or any refuse may be thrown or dumped on any such lot or on any adjoining land owned by Heber Estates Trv. Corp.

3. The land in this subdivision shall be maintained and preserved in its original and natural conditions, so far as possible. All trees, timber, natural vegetation and soil shall be left in place, except when removal is necessary for the construction of a dwelling or other improvement, all of which must be authorized and approved by the Architectural Control Committee referred to below.

4. No dwelling shall be permitted on any lot at a cost of less than \$3,000.00, inclusive of lot, based upon cost levels prevailing on the date these covenants are recorded. It being the intention and purpose of this covenant to insure that all structures be of a quality of workmanship and materials substantially the same of that which can be produced at the minimum cost set herein.

5. No building or other structure shall be located on any lot nearer than 10 feet from any property line of any such lot.

6. No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

7. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporary or permanent, without first obtaining prior written permission of the Architectural Control Committee.

8. No sign, billboard, or advertising structure of any kind shall be erected or displayed on any lot except the "For Sale", "For Rent" or "For Lease" sign of a size to exceed more than one square foot, except a sign of not more than six square feet advertising the property for sale or rent used by the builder or subdivider to advertise the property during the construction and sales period.

9. In conjunction with any residence built upon any such lot, such residence is required to have a sewage disposal system constructed conforming to the requirements of the Utah State Department of Health.

10. Each lot shall have and be subject to an easement twenty five feet wide all as shown on the recorded plat, for ingress and egress of all the lot owners and their guests.

11. An easement for the installation and maintenance of utilities is hereby reserved on each lot, the location of which shall be as shown on the recorded subdivision plat or at such other location determined by the Architectural Control Committee, is being necessary and convenient, provided however, that the same shall not unreasonably interfere with the individual lot owners use and enjoyment of his property.

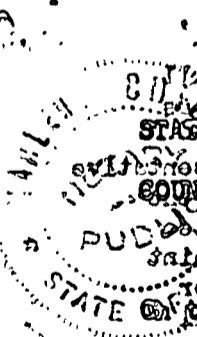
12. The Architectural Control Committee is composed of Joseph F. Horne Jr., Merlin R. Timothy and Allen R. Nelson. In the event of the resignation or death of any member of said committee, the remaining members shall have full authority to approve or disapprove or grant or refuse to grant permission as specified in these covenants, or to designate a representative with like authority. Neither the members of such committee or its designated representative shall receive any compensation for services performed pursuant hereto. In the event of the resignation or death of any member or members of such committee the remaining member or members of such committee may at their option appoint a successor on such committee for such member. The Committee's approval or disapproval, or grant of permission or refusal of grant of permission shall be in writing. In the event such committee or its designated representative fails to approve, or disapprove within 30 days or to grant or refuse permission within 30 days after request, approval or grant permission will not be required and this covenant shall be deemed to have been fully complied with.

13. No building shall be erected, placed or altered on any lot until the construction plans and specification and a plan showing the location of the structure have been approved by the Architectural Control Committee, as to conformity and harmony of external design with existing structures in the subdivision, as to location of the building with respect to topography and finished ground elevation, and as to size and value. No fence, hedge or similar obstruction shall be erected, placed or altered on any lot unless similarly approved.

13. If any owners of any lot, or their successors or assigns, shall violate or attempt to violate any such covenants or restrictions herein, the then property owners individually or collectively, and the members of the Architectural Control Committee, individually or collectively, shall have the right to prosecute any proceedings at law or in equity against the person, firm, or corporation so violating or attempting to violate any such covenants or restrictions and either prevent him from doing or to recover the damages or other dues for such violations. Any person owning an interest in a lot in this subdivision, his heirs, successors, grantees, personally or representatives, or assigns, who violate or attempt to violate any of the covenants and restriction contained herein, does hereby agree to pay all costs of enforcing these Protective Covenants and Restrictions, whether or not a suit is filed and including the payment of a reasonable attorney's fee.

14. Invalidation of any one of these covenants in whole or in part, by judgement or court order or otherwise, shall not affect the validity of any of the other provisions, not so invalid and such provisions shall remain in full force and effect.

*Joseph F. Horne, Jr.*  
 Joseph F. Horne, Jr.  
*Merlin R. Timothy*  
 Merlin R. Timothy  
*Allen R. Nelson*  
 Allen R. Nelson



The Architectural Control Committee of the subdivision, consisting of Joseph F. Horne, Jr., Merlin R. Timothy and Allen R. Nelson, do hereby certify that the foregoing instrument, duly acknowledged to me that they executed the same, and this covenant shall be deemed to have been fully complied with.

13. If any lot with the location of the structure have been approved by the Architectural Control Committee, as to conformity and location of the building with respect to topography and finished ground elevation, as to size and value, to fence, hedge or similar operation shall be created or altered on any lot unless arbitrarily approved.

STATE OF }  
COUNTY OF } ss.

On the \_\_\_ day of \_\_\_\_\_, A.D., 1964, personally appeared before me the signer of the foregoing instrument who duly acknowledged to me that he executed the same.

Notary Public  
Residing at:  
My Commission expires:

APPROVED:

Stanley Title Company, TRUSTEE

By: George Stanley  
President

Burton M. Stanley  
Secretary

STATE OF UTAH }  
COUNTY OF WASATCH } ss.

On the 24 day of July, A.D., 1964, personally appeared before me George Stanley and Burton M. Stanley who being by me duly sworn did say, each for himself, that he, the said George Stanley is the President and he is the said Burton M. Stanley is the Secretary of Stanley Title Company, and that the foregoing instrument was signed in behalf of said Corporation, by authority of a resolution of its Board of Directors and said George Stanley and Burton M. Stanley each duly acknowledged to me that said Corporation executed the same, and that the seal affixed is the seal of said Corporation.

Paul Stanley  
Notary Public  
Residing at: Feb 25, 1967 Heber, Utah  
My Commission expires:  
Feb 25, 1967

Entry No. 8677A Recorded at request of Heber Estates Investment Prop. Inc. \$500  
Date AUG 6 1964 at 1:40 P.M. Wayne C. Whiting Wasatch County Recorder  
By Mary S. Chipman Deputy. Book 49 Page 194-197