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PROTECTIVE COVENANTS

HYLAND REALTY, INC., and
HYLAND BUILDING COMPANY,

-to-

Whom It May Concern

We, the owners of the following described property:
All of Lots 201 to 242 inclusive, Hyland Lake subdivision Number Two,
County of Salt Lake, State of Utah

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

1. These covenants are to run with the land and shall be binding on all persons claiming under them from date hereof until March 10, 1980, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

2. If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated on the above described tract to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation.

3. 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.

4. All above described lots in the the tract shall be known and described as residential lots. No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one dwelling not to exceed two stories in height and a private garage.

5. No building shall be erected, placed or altered on any building plot in the above described property until the building plans specifications and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the said property, and as to location of the building with respect to topography and finished ground elevation by a committee composed of Arnold Dee White, M. Paul Mertlich and Wayne R. Pugmire, or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member, or members, shall have full authority to approve or disapprove such design and location or to designate a representative with like authority. In the event said committee, or its designated representative, fails to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to it or, in any event, if not suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the members of such committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee, and of its designated representative, shall cease on or after March 10, 1980. Thereafter, the approval described in this covenant shall not be required unless, prior to said date and effective thereon a written instrument shall be executed by the then record owners of a majority of the lots above described and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previous exercised by said committee.

6. No residence shall be located on any residential building building lot described above nearer than 25 feet to the fron lot line, or nearer than 8 feet to any side lot line, excluding porches, garages, cornices, spoutings, chimneys and purely ornamental projections. If a carport or garage is constructed on the siad building lot, detached or attached, it shall comply with the applicable zoning ordinances of Salt Lake County.

(continued)

7. No residential structure shall be erected or placed on any of the above described building plots, which plot has an area of less than 10,000 square feet or a width of less than 65 feet at the front building setback line.

8. An owner of any lot in this subdivision before commencing the construction of any building meant to house pets or any other animals must first secure the approval of the committee as set forth in paragraph 5 above.

9. Lots No. 222, 223, 232, 233, 234, 235, 236, 237, & 238 are lots having all or part of their rear boundaries within a natural lake. The owners of said lots are hereby bound to maintain the beauty of their portion of said lake and keep it free from rushes or other reeds which may mar its beauty. Each owner must allow the mosquito abatement district of Salt Lake County access to the lake for the purpose of spraying. An easement to provide utilities is reserved over five feet of each of the above lots near the shore line of the lake.

10. The stream which flows along the boundaries of Lots 223, 224, 225, 226, 227, 228, 229, 230, 231, 232 shall not be diverted or its course changed in any way. The flow of water has been filed upon by downstream users and consequently may not be used for irrigation purposes by owners of said lots.

11. 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.

12. Nor trailer, basement, tent, shack, garage, barn, or other outbuilding erected in the samd tract 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.

13. The ground floor area of any dwelling permitted on any of the above described lots shall not be less than 1050 square feet, exclusive of one story open porches and garages.

14. An easement is reserved over the rear five feet of each of the above named lots excepting those lots listed in paragraph A for utility installation and maintenance or as specified on recorded plat.

15. No trash, ashes or other refuse may be thrown or dumped on any of the above described lots.

HYLAND BUILDING CO.

Arnold Dee White, Partner

L. A. Manwill, Partner

HYLAND REALTY, INC.

Wayne R. Pugmire, Pres.

Arnold Dee White, Sec. & Treas.

STATE OF UTAH,)
County of Salt Lake (ss
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On the 23rd day of August, A.D. 1956 personally appeared before me Wayne R. Pugmire and Arnold Dee White, who, being by me duly sworn, did say, each for himself, that he, the said Wayne R. Pugmire is the president, and he, the said Arnold Dee White is the secretary of Hyland Realty, 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 Wayne R. Pugmire and Arnold Dee White each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

On the 23rd day of August, A.D. 1956, personally appeared before me Arnold Dee White & L.A. Manwilhn WHO BEING DULY SWORN DID SAY THAT THEY ARE THE GENERAL PARTNERS OF THE FIRM OF HYLAND BUILDING CO. a CO-partnership, and that the foregoing instrument was signed in behalf of said co-partnership and said Arnold Dee White & L.A. Manwilhn acknowledged to me that said co-partnership executed the same.

Notary Public, residing at Salt Lake

My commission expires: 26 Jan 1959

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Recorded SEP 28 1956 at 4:41 P M.
Request of SALT LAKE ABSTRACT CO.
Fee Paid. Hazel Taggart Chase,
Recorder, Salt Lake County, Utah
$ 4.00 By [illegible] Deputy
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