

STATE OF UTAH)
 : ss.
 COUNTY OF SALT LAKE)

On the 20th day of June, 1961, personally appeared before me Norman S. Johnson, who being first duly sworn, did depose and say; that he is Counsel for the Utah State Tax Commission, a political body of the state of Utah, that he signed the above instrument for and on behalf of the said tax commission by order of and pursuant to a resolution of that body, which resolution is duly entered into the records of the said commission; that said resolution duly authorizes him to execute the foregoing instrument for and on behalf of the said tax commission, and the said Norman S. Johnson acknowledged to me that he, on behalf of said commission, executed the same.

Betty Lou Stones

Notary Public

Residing at Salt Lake City, Utah

(NOTARIAL SEAL)

In the Matter of the Estate of EVELYN PETERSON, Deceased (continued).

Also, the improvements on either or both of sd tracts of land, viz., A. & B., and the water and water rights appurtenant thereto, whether evidenced by shares of stock in an incorporated company or otherwise. Also, 20 acre ft of water in Weber River Water Users' Assoc., commonly known as the Echo Reservoir.

Tract No. 1. A tract of land beg at the NE cor of the NW $\frac{1}{4}$ of Sec 4, T 2 S, R 6 E, SLB&M, and running th S 60 rods; th W 82 rods to the E boundary of the right of way of the Weber-Provo Diversion Canal; th following the E boundary of sd right of way of sd Canal in a NW'ly direction to a pt which is W 97 rods and 12 ft fr the pt of beg; th E 97 rods and 12 ft to the pl of beg. Being situated in the N $\frac{1}{2}$ of the NW $\frac{1}{4}$ of sd Sec 4, T 2 S, R 6 E of the SLB&M. Also, the improvements thereon and the water and water rights appurtenant thereto or used in connection therewith.

Tract No. 2. A tract of land beg at a pt which is 100 rods N fr the SW cor of the NW $\frac{1}{4}$ of Sec 4, T 2 S, R 6 E, SLB&M, and running th N 25 rods; th E 58 rods and 5 ft to the W boundary line of the Weber-Provo Diversion Canal Right of way; th SE'ly alg sd W boundary of the right of way of the Weber-Provo Diversion Canal to a pt which is E 69 rods and 10 ft fr the pt of beg; th W 69 rods and 10 ft to the pl of beg. Being situated in the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of sd Sec 4, T 2 S, R 6 E, SLB&M. Also, the improvements on sd land and the water and water rights appurtenant thereto or used in connection therewith. There is excepted from sd tract of land that part of the State Road Right of Way thereon which lies on the W end of sd land, being a tract 3 rods wide.

There is also conveyed and transferred by this conveyance in joint tenancy between the parties hereto the following: 33 acre ft of water in the Weber River Water Users' Association, commonly known as the Echo Reservoir. Also, 296 shares of the capital stock of the Smith and Morehouse Reservoir Company, a corporation, representing 29.6 acre ft of water.

Also, 43 acres of primary water right and 30 acres of flood water right in the Marion Upper Ditch Company (Owner) run through the Upper Marion Canal and represented by right B 676 as set forth in the Weber River Adjudication in that certain action wherein Plain City Irrigation Company, a corporation is plaintiff and Hooper Irrigation Company, a corporation, et al, are the defendants pending in the District Court of the Second Judicial District of the state of Utah, in and for Weber County as case No. 7487, the Final Decree in sd action having been entered on the 2nd day of June, 1937, by Honorable Lester A. Wade, Judge.

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Recorded at the request of Otis Peterson July 13 A. D. 1961, at 10:31 A.M.
 Wanda Y. Spriggs, County Recorder

Entry No. 93654

RESTRICTIVE COVENANTS
 Pine Plateau Estates No. 2

WILLIAM TRACY MacKAY, JR., is the owner of the following described real estate, situate in Summit County, State of Utah: All of Lots 201 through 238, inclusive, Pine Plateau Estates No. 2, according to the official plat thereon, recorded in the office of the County Recorder of Summit County, and is desirous of developing said property as a residential area with the restrictive covenants hereinafter setforth. Therefore, the following restrictions are hereby created and are declared to be covenants running with said lots to apply to each of said lots 201 through 238, and each and every part thereof and the undersigned owner hereby declares that the aforesaid land is to be held and shall be conveyed subject to the following restrictions and covenants.

1. PERSONS BENEFITTED AND BOUND. Benefits and burdens of these covenants and restrictions shall run with the land and all persons and corporations who now or shall hereafter acquire any interest in the land hereinbefore 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 residences thereon for a period from the date hereto 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 instruments 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. LAND USE AND BUILDING TYPE. 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 and a 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 re-subdivided into smaller lots or parcels. Wells shall not be drilled or dug upon any lot. No trash, ashes or any other refuse may be thrown or dumped on any such lot or on any land owned in Summit County by William Tracy MacKay, Jr., or Maude MacKay except as permitted by the agricultural control committee in advance.

3. ARCHITECTURAL CONTROL COMMITTEE. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure has 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 topograph 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.
4. DWELLING COSTS AND QUALITY. No dwelling shall be permitted on any lot as a cost of less than \$5,000.00, exclusive of lot, based upon costs 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 forth herein.
5. BUILDING LOCATION. No building or other structure shall be located on any lot nearer than 10 feet from any property line of any such lot except as approved in advance by the architectural control committee.
6. NUISANCES. 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. TEMPORARY STRUCTURES. No structures 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 the prior approval of the architectural control committee.
8. FARM ANIMALS. No farm animals may be kept on any lot for a period of greater than one continuous period of 36 hours in any one calendar week.
9. ADVERTISING. No signs, bill boards or advertising structures may be erected or displayed on any lot.
10. SEWAGE. 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.
11. ARCHITECTURAL CONTROL COMMITTEE MEMBERSHIP. The architectural control committee is composed of William Tracy MacKay, Jr., Maude MacKay, and James R. Knobel. 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 to 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 of members of such committee, the remaining member of members or such committee may at their option appoint a successor on such committee for such decedent. The committee's approval or disapproval or grant of permission or refusal of grant of permission shall be in writing. In the event said 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 of permission will not be required and this covenant shall be deemed to have been fully complied with.
12. VIOLATION AND DAMAGES. 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 and collectively, and the members of the architectural control committee, individually and collectively, shall have the right to sue for and obtain a prohibitory or mandatory injunction against any owner or user of any of the property described herein to prevent a breach or to enforce the observance of the restrictions set forth, in addition to the ordinary legal remedy for damages.
13. SEPARABILITY. Invalidation of any one of these covenants in whole or in part, by judgment or court order or otherwise, shall not affect the validity of any of the other provisions not so invalid and such other provisions shall remain in full force and affect.

Signed

William Tracy MacKay Jr.
WILLIAM TRACY MacKAY, JR.

STATE OF UTAH

ss

COUNTY OF SALT LAKE

On the 12th day of July A. D. 19 61 personally appeared before me William Tracy MacKay, Jr. the signer of the foregoing instrument who duly acknowledged to me that they executed the same.

My commission expires March 9, 1961.

Robert Jay Anderson
NOTARY PUBLIC, residing at:

(NOTARIAL SEAL)

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Recorded at the request of Security Title Co. July 13, A. D. 1961, at 2:26 P.M.
Wanda Y. Spriggs, County Recorder