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DECLARATION OF PROTECTIVE COVENANTS, AGREEMENTS, RESTRICTIONS AND CONDITIONS AFFECTING THE REAL PROPERTY KNOWN AS PLAT "A", PARK DALE SUBDIVISION, EXECUTED BY U.I.P. CORPORATION BY JAMES L. DORMAN, EXECUTIVE VICE PRESIDENT, 111 EAST WISCONSIN AVENUE, MARINE PLAZA, MILWAUKEE, WISCONSIN 53202,

U.I.P. CORPORATION
A DELAWARE CORPORATION

Entry No. _____
Recorded _____
Book _____ of Liens and Leases
Page _____
Dated April 28, 1971

-To-
WHOM IT MAY CONCERN

RECITES: The undersigned, U.I.P. Corporation, a Delaware corporation, being the owner of the land hereinafter described as Plat "A" PARK DALE SUBDIVISION, Davis County, Utah, which is protected by its surroundings and nature from undesirable encroachments, desiring to develop a residential area of distinctive and individual character and to provide a means by which such character may be safeguarded and protected, does hereby make this Declaration of Protective Covenants, Agreements, Restrictions and Conditions as follows:

WHEREAS, the undersigned is the legal and beneficial owner of a certain tract of land situated in Davis County, State of Utah, described as PLAT "A" PARK DALE SUBDIVISION and more particularly described as follows:

All of Plat "A" PARK DALE SUBDIVISION, according to the official plat thereof on file in the office of the Davis County Recorder.

WHEREAS, the undersigned is about to sell the property as described heretofore, which it desires to subject, pursuant to a general plan of improvement to certain restrictions, conditions, covenants and agreements between U.I.P. Corporation and the several purchasers of said property and between the several purchasers of said property themselves as hereinafter set forth:

NOW THEREFORE, the undersigned declares that the property described heretofore is held and shall be sold, conveyed, leased, occupied, resided upon, hypothecated and held subject to the following restrictions, conditions, covenants, and agreements between U.I.P. Corporation and the several owners and purchasers of said property as between U.I.P. Corporation and its heirs, successors and assigns:

Mutual and Reciprocal Benefits, Etc.

1. All of said restrictions, conditions, covenants and agreements shall be made for the direct and mutual and reciprocal benefit of each and every lot created mutual and equitable servitudes upon each of said lots in favor of each other lot created on the aforesaid property and to create reciprocal rights and obligations between the the respective owners of all of the lots so created and to create a privity of contract and estate between the grantees of said lots, their heirs, successors and assigns and shall, as to the owners of each lot in said tract, their heirs, successors and assigns, operate as covenants running with the land for the benefit of all other lots in said tract.

- Terms of Restrictions 2. Each and all of said restrictions, conditions, covenants and agreements shall continue in full force and effect and be binding until the 28th day of April, 2011, upon which date same be automatically continued for successive periods of ten years each unless it is agreed by the vote of the then record owners of a majority of the property to terminate and do away with same; provided, however, that at any time after April 28, 2011, these restrictions, conditions, covenants and agreements may be altered or modified by the vote of the then record owners of a majority of the property.
- Pets, Animals, Etc. 3. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.
- Signs 4. No signs shall be displayed on any of said lots except as follows: The name and profession of any professional man may be displayed at any dwelling house upon a sign not exceeding 200 square inches in size; sign shall not be illuminated. There may also be displayed a sign not exceeding 18 inches by 24 inches advertising the fact that said lot or said dwelling house is for sale, or to let, or to lease.
- Private Residence; moving of structure 5. Said premises shall be used for private residence purposes only, except as hereinafter set forth and no structure of any kind shall be moved from any other place upon said premises.
- Excavating 6. No excavation for stone, gravel or earth shall be made on said property unless such excavation is made in connection with the erection of a building or structure thereon. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
- Easements 7. Such easements and rights of way shall be reserved to the undersigned, its successors and assigns, in and over said real property for the erection, construction, and maintenance and operation therein or thereon of drainage pipes or conduits and pipes, conduits, poles, wires and other means of conveying to and from lots in said tract, gas, electricity, power, water, telephone and telegraph services, sewage and other things for convenience to the owners of lots in said tract, as may be shown on the recorded plat and over the rear 5 feet of each lot and the undersigned, its successors and assigns, shall have the right to reserve any further necessary easements for said purposes in contracts and deeds, to any or all of the lots shown on the recorded plat. No structure of any kind shall be carried over any of such easements, except upon written permission of undersigned, its successors or assigns.

Rubbish
Control and
Nuisances

8. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No noxious or offensive activity 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.

Set Backs

9. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 20 feet to any side street line.

Resubdivi-
sion of
Sites

10. None of the said lots may be resubdivided except that the undersigned, its successors or assigns, may divide any of said lots so as to increase the size of adjoining lots; or where one or more of said lots is, in the opinion of the undersigned, its successors and assigns, of such size and character that it may be divided into two or more lots which will each be similar to other lots in said tract, and adequate in size and character to permit development similar to that on said other lots, then such lot or lots may be divided by the undersigned, its successors and assigns, or permission may be granted by the undersigned, its successors or assigns, to the owner of such lot or lots, as the case may be, to so divide such lot or lots, but in no event shall any lots be so divided so as to create a parcel having an area of less than one quarter acre, including in the calculation of such area, the street upon which it abuts to the center line thereof. Should two or more contiguous lots be acquired by the same grantee, such lots will, unless otherwise stipulated, be treated and considered by the undersigned and/or said grantee as one entire lot for the purpose of these restrictions.

Fences,
Walls and
Trees

11. No fence, wall or hedge over four feet in height shall be erected or grown in the front yard areas of said premises; provided, however, that the restrictions set forth in this paragraph may be waived or modified as to any parcel by the Architectural Supervising Committee hereinafter referred to. Said Architectural Supervising Committee shall also supervise the planting and growth of trees on lots in order to prevent one lot owner from planting trees, or allowing trees to grow, so that the view from other lots may be obstructed or unreasonably impaired. The grantee agrees to abide by any order of said committee directing him not to plant any trees. The agreement contained in the last preceding sentence shall be construed as a covenant running with the land and not as a condition which might cause the grantee's title to be forfeited. The grantee further agrees that the members of said Committee may at any time institute or prosecute in the name of any member of said Committee any suit or suits which the Committee may consider advisable in order to compel and obtain a decree for specific performance by the grantee or his or her agreement to remove, cut down or cut back any tree

which the committee has ordered, removed, cut down or cut back. Should any such suit be instituted, the grantee agrees to pay reasonable attorney's fees for the plaintiff's attorneys as may be fixed by the court. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Manner of
Voting

12. In voting, pursuant to the provisions of Paragraphs 2 or 12 hereof, each lot owner of record shall be entitled to one vote for each square foot of area owned by him and the action resulting from such vote is to be evidenced by a written instrument signed and acknowledged by such lot owners and recorded in the County Recorder's office of the County of Davis, State of Utah.

Architec-
tural Super-
vising
Committee

13. An Architectural Supervising Committee is composed of three members as follows:

and has been created by the undersigned and the undersigned may fill vacancies in the committee and remove members thereof at its pleasure; provided, however, that when ninety percent of the lots in said tract have been sold (either deeded or sold; under contract of sale) thereafter, upon written designation by eighty-five percent of those who are owners (either under contract of purchase of in fee) of lots in said tract, of some person or persons whom such owners desire to have made a member or members of said Committee, the undersigned will appoint such person or persons on the Committee and if necessary will remove from said Committee existing members thereof in order to create vacancies for the new appointments; provided further, however, that one person designated by the undersigned shall always remain a member of said Committee if undersigned so desires. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The functions of said Committee shall be, in addition to the functions elsewhere in this Declaration set forth to pass upon, approve or reject any plans or specifications for structures to be erected on lots in said tract or future alterations thereto, so that all structures shall conform to the restrictions and general plans of the undersigned and of the Committee for the improvement and development of the whole tract. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove

within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. Nothing in this paragraph shall be construed as authorizing or empowering the Committee to change or waive any restrictions set forth in this Declaration except as herein specifically provided. The Committee may act by any two of its members and any authorization, approval or power made by the Committee must be in writing signed by at least two members thereof.

Improvements

14 (A) TYPE OF STRUCTURES: No building other than one single family dwelling house not to exceed two stories in height and a private garage or carport for not more than three cars, and appropriate outhouses shall be erected on any of said lots, nor shall any house constructed on any of said lots be used for any purpose other than a dwelling house or appurtenant outhouses, except the Architectural Supervising Committee can allow to be located in the area churches, schools and two family residences.

(B) Before the Architectural Supervising Committee may approve any plan for construction work of any kind on the premises, the lot owner or purchaser must submit to said Architectural Supervising Committee an accurate survey showing one foot contour intervals and in addition thereto, the four corner points of the lot involved must be located at site by a licensed surveyor. No construction of any kind or nature on any of the lots shall be commenced until curb grade has been established.

(C) APPROVAL OF PLANS: No structures, either residence, outhouse, school, church, tennis court, swimming pool, wall, fence or other improvements shall be constructed upon any of the said lots, neither shall amateur communications antennas ("ham," radio antennas) be constructed on any of said lots without the written approval as to location, height and design thereof first having been obtained from the Architectural Supervising Committee, before construction work of any kind is started, the plans of the exterior design of any building to be constructed on any of said lots shall first be submitted to the Architectural Supervising Committee for their approval, and said plans shall show the four exterior elevations of said building together with the floor plan plotted on a map of said lot and any additional details of house construction the Architectural Supervising Committee may require.

(D) LANDSCAPING: No landscaping shall be begun on said property nor planting of trees take place until the plans and specifications therefore have been first approved in writing by the Architectural Supervising Committee. Such approval must be given or denied within 14 days of receipt of plans and specifications by any member of the Architectural Supervising Committee.

(E) DILIGENCE IN BUILDING: When the erection of any residence or other structure is once begun, work thereon must be prosecuted diligently and it must be completed within a reasonable length of time. 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 temporarily or permanently.

(F) DILIGENCE IN LANDSCAPING: When any residence or other structure is completed, the major portion of landscaping must be completed on or before twelve months from said completion.

Violation
Of Restriction-
tions:
Penalties

15. Violation of any of the restrictions, conditions, covenants or agreements herein contained shall give the undersigned, its successors and assigns, the right to enter upon the property upon or as to which said violations or breach exists and to summarily abate and remove at the expense of the owner, any erection, thing or condition that may be or exist thereon contrary to the provisions hereof without being deemed guilty of trespass. The result of every action or omission whereby any restriction, condition, covenant or agreement is violated, in whole or in part, is hereby declared to be and constitute a nuisance and every remedy allowed by law against a nuisance, either public or private, shall be applicable against such result, such remedy shall be deemed cumulative and not exclusive. Violation of any of the restrictions, conditions, covenants, or agreements herein contained by any of the purchasers of said property or their heirs or assigns, shall give the right to any other purchasers or purchaser, their heirs or assigns, of any property in Park Dale Subdivision in those areas in said subdivision on which a Declaration of Protective Covenants, Agreements, Restrictions and Conditions affecting the real property has been recorded in the office of the Davis County Recorder, to prosecute any proceedings at law or equity against such purchaser or purchasers violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Minimum
Building
Costs

16. The undersigned reserves the right for U.I.P. Corporation, its successors and assigns to set a minimum figure for the cost or square foot floor area of any dwelling house to be erected on any of said lots in contracts and deeds, to any or all of the lots created in above described property, with a square foot floor area at no time to be less than 1,100 square feet on the main floor. This cost or minimum square foot floor may also be set from time to time by the Architectural Supervising Committee.

Acceptance
of Restriction-
tions

17. All purchasers of property described above shall, by acceptance of contracts of deeds for any lot or lots shown thereon or any portion thereof, thereby be conclusively deemed to have consented and agreed to all restrictions, conditions, covenants and agreements set forth therein.

Invalidity 18. It is expressly agreed that in the event any covenant or condition or restriction hereinbefore contained, or any portion thereof is held invalid or void, such invalidity or voidness shall in no way affect any valid covenant, condition or restriction.

Heating 19. All dwellings shall have a central heating plant and all fuel burned in central plant shall be smokeless.

Marginal Notes 20. The marginal notes and phrases to the contents of particular paragraphs are inserted only as a matter of convenience and for reference and in no way are, or are they intended to be, part of this Declaration or in any way do define, limit or describe the scope or intent of the particular paragraph to which they refer.

U. I. P. CORPORATION
James L. Dorman
BY JAMES L. DORMAN
Executive Vice President

STATE OF WISCONSIN)
COUNTY OF Milwaukee) ss.

On the 11th day of May, 19 71, personally appeared before me JAMES L. DORMAN, who being duly sworn, did say: That he is the Executive Vice President of U. I. P. CORPORATION, a Delaware corporation, and that the within and foregoing instrument was signed on behalf of said corporation by authority of a resolution of the Board of Directors and said JAMES L. DORMAN duly acknowledged to me that the said corporation executed the same and that the seal affixed is the seal of said corporation.

(SEAL)

Mary A. Meinecke
NOTARY PUBLIC Mary A. Meinecke
Residing at: 1227 E. Singer Circle
Milwaukee, Wisconsin

My Commission Expires: 12-2-73

(Signature)

(Signature)

The officers who sign this deed hereby certify that this deed and the transfer represented thereby was duly authorized under a resolution duly adopted by the Board of Directors of the grantor at a lawful meeting duly held and attended by a quorum.

In witness whereof, the grantor has caused its corporate name and seal to be hereunto affixed by its duly authorized officers this 11th day of MAY, A.D. 1971.

Attest:

[Signature]
Assistant Secretary

U. I. P. CORPORATION

By [Signature]
Executive Vice President

(Corporate Seal)

STATE OF UTAH)
): ss.
COUNTY OF Weber)

Charles R. Mortenson
Jacqueline Mortenson

[Signature]
Jacqueline Mortenson

On the 25 day of May, 1971, personally appeared before me Chas. R. Mortensen & /, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

[Signature]
NOTARY PUBLIC

Residing at: Ogden, Utah

My Commission Expires:

7-13-71

STATE OF UTAH)
): ss.
COUNTY OF WEBER)

Blaine L. Gale
Susan Gale

[Signature]
Susan Gale

On the 26th day of May, 1971, personally appeared before me Blaine L. Gale & Susan Gale, the signer of the foregoing instrument, who duly acknowledged to me that they executed the same.

[Signature]
NOTARY PUBLIC

Residing at: Ogden, Utah

My Commission Expires:

October 27, 1974