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#### DECLARATION OF ESTABLISHMENT OF PROTECTIVE RESTRICTIONS AND COVENANTS

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WEDER COUNTY BECORDER OF

EVERGREEN PARK

Whereas, Security Title Co., Salt Lake City, Trustee, hereby represents that they are the owners of all that real property situated in the County of Weber, State of Utah and described as follows:

Lots 1 to 164 incl., Lots 166 to 306 incl., Lots 308 to 704 incl.

of Evergreen Park Subdivision #1 according to the

map recorded in Book \_ ... of maps, Pages \_ Records

A general plan for the improvement and development, protection and maintenance of the above-described tract is hereby established, and all parcels in said tract shall be sold, conveyed, and improved, subject to the provisions, conditions, restrictions, and covenants herein provided, each of which is for the benefit of each lot of land in said tract, and each of which is imposed upon the lots in said tract, as a servitude in favor of each and every other parcel of land therein, as the dominant tenement or tenements. All deeds, conveyances, encumbrances and written instruments of any kind or character, hereafter made or executed and affecting title to said realty, or any part thereof in any manner whatsoever, shall be subject to the following limitations and restrictions which shall remain in full force and effect for a period of twenty-five (25) years from and after the date hereof, except as hereinafter provided, as follows, to wit:

## RESIDENTIAL AREA COVENANTS

- That the restrictions and covenants herein contained shall run with the land and be binding upon the undersigned, their es, their heirs, successors and assigns for a period of twenty-five (25) years from and after the date hereof.
- 2. That the ground floor area of a family residence, exclusive of open porches, terraces, garages attached or detached or other appurtenances (not enclosed within the walls of the residence building), shall not be less than two hundred (200) square feet.
- appurenances (not encosed winin the waits of the residence building), shall not be less than two nundred (2010) square feet.

  3. That a residential building plot shall contain not more than one residence, which area may consist of portions of one lot, or portions of a combination of lots above-described. On each such building plot there shall be but one main residence, together with customary outbuildings auxiliary thereto. All such structures shall be erected in conformity to the structure of the Country of th
- 5. No building shall be erected, altered, placed, moved upon or be permitted to remain on any building plot in this subdivision until the external design or location thereof has been approved in writing by the building committee which shall be appointed or elected by the owner or owners of a majority of the lots which are subject to the covenants herein set forth (Note: Each owner has votes equal to the number of lots owned.) However if the committee tails to approve or disapprove such design or location within thirty (30) lohn W. Cunningham, William F. Lindsey, Robert Fearns are hereby appointed the building committee and shall continue to act as such committee until Jan. 1, 1967, and thereafter, unless their successors are appointed or elected.
- 6. (a) An exament is hereby reserved on, over, under, across and through Evergreen Park Subdivision for the construction, installation and continued maintenance, repair, reconstruction, replacement and removal of such water pipeline and electric distribution pole lines and circuits as may from time to time become necessary to serve water and electric installations located within the boundaries of the premises, together with the right to trim and/or remove trees and/or underbrush to accommodate said lines and reserving by the Seller herein the sole right to convey the rights hereby reserved.

  (b) An accommand to the convey the rights hereby reserved.
- (b) An easement is hereby reserved five feet in width adjacent to every road for the purpose of α bridal trail, for the private use
- 7. Until such time as a sanitary sewer shall have been constructed to serve this subdivision, a sewage disposal sytem constructed in accordance with the requirements of the Board of Health of Weber County, and the Utah State Department of Health shall be installed to serve each dwelling. The effluent from ceptic tanks shall not be permitted to discharge into a stream, storm sewer, open ditch or drain, unless it has first passed through an absorption field approved by the health authority.
- 8. No trash, ashes or any other refuse may be thrown or dumped on any residential lot hereinbefore described or any part or portion thereof. And further, no fires shall be started or kept for the burning of any type of materials except within closed fire places within structures upon lots of this subdivision, or fires within constructed outdoor fires, barbecue or pit areas wherein ample protection is provided against the spread of any fires so started. No person shall permit the accumulation of debris or inflammable materials on any portion of the property covered by these covenants, and every person residing on, using, or otherwise occupying any portion of the property covered by these covenants and every person residing on, using, or otherwise occupying any portion of the
- 9. No building or structure shall be placed upon any of the lots of the subdivision which shall cause unreasonable interference with the use or enjoyment of other lots in the subdivision including, but not by way of limitation, no such buildings or structures shall be constructed of materials causing bright reflective glare of sunlight to other lots in the subdivision.
- 10. No person shall cut and/or remove any trees of more than four (4) inches in diameter without receiving prior written permission from the Evergreen Park Home Owners Association. Said permission shall not be withheld if necessary for providing space for home construction or in order to comply with good forestry practices.
- 1. In order for the tract to retain its natural rescretional atmosphere, no road improvements shall be authorized over any of the terrods unless said improvements have been authorized by the vote of 50% or more of the members of the Evergreen Park Homers Association, and only after a special meeting has been held for the purpose of discussing such improvements at which every sty owner is afforded an opportunity to speak and for which meeting each property owner has not had less than fifteen (15) days written notice. This shall in no way prevent the Association from expending money to maintain the roads in their present con-
- 12. Owner has caused to be formed a non-profit organization known as the Evergreen Park Homeowners Association (hereinafter med to as "Association"), which organization has been formed for the purpose of maintaining the roads on the property and property and property and property and property and property as shall be determined from time to time by its Trustees. Association been formed as a non-profit association. Said Association has a Board of five (5) Trustees, the entire initial Board selected by
- 13. All owners of a parcel of property in Evergreen Park, shall automatically become a member of the Association and shall receive a certificate of membership. Each member and his immediate family shall be entitled to all rights of membership and shall be entitled to one vote at all membership meetings for each lot owned. There shall be but one vote per membership as agreed upon and
- 14. Membership dues of the Association shall be the sum of \$10.00 per calendar year, which shall be due and payable on or before nuary 1st of each and every year. Each owner of two or more parcels may elect to have only one membership in Association in which so that total annual membership dues shall be reduced to \$10.00 per year and he shall be entitled to only one vote at any membership.

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- 15. Trustees of the Association shall be elected each year on a calendar year basis to serve for the next succeeding calendar year. Prior to December lat of each year, a membership meeting shall be held for the purpose of electing four of the five trustees for the next calendar year. Said trustees shall be elected on the basis of cumulative voting of one vote per trustee for each membership owned. Voting may be by proxy. Owner shall designate the fifth trustee of Association. In the event owner fails to so designate, then said trustee may be designated by the trustee named by owner for the preceding year. In the event said person also fails to designate such trustee, then said fifth trustee shall also be elected by the membership. Owners right to designate such trustee shall pass to its lawful assigns or successor organization upon its dissolution.
- 16. The Trustees shall select from among their number a chairman, treasurer, and a secretary who shall perform such functions as shall be designated from time to time by the Trustees. In all events, the secretary shall keep a record of all memberships, and shall send a notice to all members, notifying them of the annual meeting, which notice shall be sent to the members at their last known address at least lifteen (15) days prior to said annual meeting. The treasurer shall collect all membership dues, shall account for all funds of the Association, and shall make the disbursement of all of said funds.
- 17. The Association may retain an employee who will devote such time to the Association affairs as deemed necessary by the Trustees, which person will have to be knowledgeable about the Evergreen Park area, but need not be a member of the Board of Trustees of the Association.
- 18. The Association has permission to use owners sales office and lot upon which the Association office shall be located until further facilities are purchased or leased by the Trustees. In order that the members may immediately begin enjoying the recreational facilities to be furnished by the Association, the Association has been granted the use of a corrals which the Association shall be entitled to use without charge until June 30, 1967.
- 19. Trustees shall have the power to purchase and/or lease additional real estate; to construct recreational facilities; to purchase recreational equipment, including horses; to expend money for maintaining the roads and other facilities owned and/or operated by the Association for the benefit of all members; to provide informational services for members and prospective owners of the property, and to provide such additional services to the members as they in their sole discretion may determine to be advisable.
- 20. The membership dues for each calendar year shall be due and payable and shall be paid to the treasurer of Association on or before the 1st day of January of each year. If the membership see as to any parcel shall not be fully paid on said date, the amount thereof together with interest at the maximum rate permitted by law from such date on the unpaid amount, and costs of collection shall become and be a lien and enforceable by the Association against all the real property owned by the member within the state of the County Recorder, of Weber County, State of Utah, a claim of lien describing the parcel to which said lien is attached. Said lien may be fore-closed and the property sold to satisfy said lien in the same manner as liens are foreclosed in the foreclosure of mechanic's liens. A lien against such parcel in the amount herein provided shall arise upon the filing of such claim of lien lien shall have been filed within the time above specified, or if the claim of lien shall have been filed within the time specified, but no action to enforce such lien shall have been commenced within six (6) months after such recording, then the Association's claim and/or any lien shall be unliked to the claim of the shall arise upon the filing the property sold to action to enforce such lien shall have been commenced within six (6) months after such recording, then the Association's claim and/or any lien shall be unliked to the claim of the shall arise upon the state of the Association's claim and/or any lien shall be unliked to the claim of the shall arise upon the state of the claim of the shall arise upon the state of the claim of the shall arise upon the state of the claim of the shall arise upon the state of the claim of the shall arise upon the state of the claim of the shall arise upon the state of the shall arise upon the shall arise upon the sta
- 21. The membership dues for each year on each parcel shall be prior and superior to any and all liens or encumbrances upon or against such parcel except for
  - (a) liens for taxes and assessments levied or assessed by public authorities levied on such real property, and
  - (b) the lien of any unpaid mortgage or deed or trust of record upon which such parcel at the time such claim of lien hereunder is filed, and given in good faith and for value shall be prior to the membership fee lien.
- 22. Any person purchasing any parcel of the property under an agreement of sale and purchase of real estate or a land purchase thract shall be deemed the owner of said parcel for the purposes of this agreement and shall be the member of Association in regard to said parcel.
- 23. This Declaration, and each and every part hereof, is and shall be construed as a covenant running with the land. All convey-ances and contracts of sale of all or any part of the property hereinafter executed by any of the owners are hereby made subject to the condition and covenant that the grantee or vendes therein by the acceptance of such conveyance or contract of sale covenants for himself, his heirs, assigns, executors, administrators and successors in interest that the Association shall have the right, power and authority to do and/or perform and/or enforce any and all of the functions provided for in this Declaration.
- 24. Notwithstanding anything above to the contrary, this Declaration of Establishment of Conditions, Covenants and Reservations Affecting Real Property may be revoked and terminated by a vote of not less than 75% of the members of the Association voting at a duly called meeting for which all members have been given not less than fifteen (15) days' written notice.

# ENFORCEMENT

25. If the owner of any such lots or parts thereof, or the heirs, successors or assigns of any of them, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person owning any real property situated in the said subdivision to prosecute any proceedings at law or in equity against the person violating or attempting to violate any such covenant and either prevent him from so doing or recover damages for such violation.

## SEVERABILITY

26. 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.

### BREACH OF RESTRICTIONS

27. The breach of the foregoing conditions and restrictions or any entry by reason of such breach shall not defeat or render invalid the lien of any deed of trust on said premises made in good faith, but in the case of foreclosure and sale thereunder, the purchaser shall take title subject to all of said restrictions and conditions.

All of the covenants, restrictions, limitations and conditions hereinbefore set forth, all and singular, shall run with the land and shall be considered as embodied in all deed, conveyances, encumbrances and written instruments, hereafter made or executed by said own-

	ers or their neirs, successors and assigns and shall have the same	force and effect as if embodied therein and made a part thereof.
	DATED this 14th day of January 19 6	4
	Form EP C-C-R No. 1	EVERGREEN PARK INVESTMENTS, a Co-Partnership
	SECURITY TYPE COMPANY, a Utah Corporation,	1000 ·
	TRUSTER	John W. Curhiagham
(	The College	William F. Lindsey
		, 211de

STATE OF UTAH )
COUNTY OF SALT LAKE)

On the 14th day of January, A. B., 1964, personally appeared before me

Roscer C. M. Auliffe who being by me duly sworn did say that he,
the said Roscer C. M. Auliffe is the Vice-President

of SECURITY TITLE COMPANY, a Utah Corporation, 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 Roscer C. M. Auliffe
duly acknowledged to me that said Corporation executed the same and that the

effixed is the seal of said Corporation.

OT MAP

Notary Public

Residing at Walt Lake City, Utah
My Commission expires: Maca 9 1966

STATE OF UTAH ) ; ss. COUNTY OF WEBER )

On the 14th day of January, A.D. 1964 personally appeared before me JOHN W. CUNNINGHAM and WILLIAM F. LINDSEY who being by me duly sworn did say that they are the general partners of the firm of EVERGREEN PARK INVESTMENTS, a co-partnership and that the foregoing instrument was signed in behalf of said co-partnership by authority of the Articles of said co-partnership and said JOHN W. CUNNINGHAM and WILLIAM F. LINDSEY acknowledged to me that said co-partnership executed the same.

My Commission Expires: 11/28/66 Residing at: Ogden, Utah

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