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ASSOCIATED DEVELOPMENT CO.

1449 So. 23rd East

BOOK 1933 PAGE 51

Recorded JUN 15 1962 at 2:15 P.M.

Request of _____

Fee Paid. Nellie M. Jack,

Recorder, Salt Lake County, Utah

\$ 4.00 By _____ (Deputy)

ASSOCIATED DEVELOPMENT COMPANY
A CORPORATION OF UTAHDECLARATION OF PROTECTIVE COVENANTS
AGREEMENTS, RESTRICTIONS AND CONDI-
TIONS AFFECTING THE REAL PROPERTY
KNOWN AS ST. MARY HILLS, PLAT "G"

TO

WHOM IT MAY CONCERN

WHEREAS, the undersigned is the legal and beneficial owner of a certain tract of land situated in Salt Lake County, State of Utah, described as St. Mary Hills, Plat "G", and more particularly described as follows:

Beginning at the Southwest corner of Lot 27, St. Mary Hills Plat "B", said lot corner being South $0^{\circ} 13' 20''$ East 540.0 feet from the Northwest Corner of Section 14, Township 1 South, Range 1 East, Salt Lake Base and Meridian, and running thence East 133.03 feet; thence North $67^{\circ} 34' 11''$ East 84.90 feet; thence North $74^{\circ} 58' 00''$ East 115.47 feet to the Southeast Corner of Lot 28, St. Mary Hills Plat "B"; thence South 13.26 feet; thence South 40° East 300.0 feet; thence South 65° East 350.0 feet; thence North 80° East 250.0 feet; thence North 60° East 140.0 feet to the most westerly corner of Lot 56, St. Mary Hills Plat "F"; thence South 30° East 303.25 feet; thence East 659.46 feet to the Northwest corner of Lot 13, St. Mary Hills Plat "F"; thence South 301.50 feet to the Southwest corner of Lot 12, St. Mary Hills Plat "F"; thence South $89^{\circ} 58' 40''$ West 1,117.18 feet; thence North 276.67 feet; thence Westerly along the arc of a curve to the right (radius 600.0 feet bearing North) 261.80 feet; thence North 65° West 178.09 feet; thence Westerly along the arc of a curve to the right (radius 600.0 feet, bearing North 25° East) 334.49 feet; thence South $56^{\circ} 56' 29''$ West 44.30 feet; thence West 192.34 feet; thence North $0^{\circ} 13' 20''$ West 179.0 feet to the point of beginning.

WHEREAS, the undersigned is about to sell the property described heretofore, which it desires to subject, pursuant to a general plan of improvement, to certain restrictions, conditions, covenants and agreements between itself 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, hypothecate and held subject to the following restrictions, conditions, covenants, and agreements between itself and the several owners and purchasers of said property as between themselves and their heirs, successors and assigns:

1. MUTUAL AND RECIPROCAL BENEFITS, ETC: 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 on the above described property and shall be intended to create mutual and equitable servitude 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 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.

2. TERMS OF RESTRICTIONS: Each and all of said restrictions, conditions, covenants and agreements shall continue in full force and effect and be binding until the first day of January, 1980, upon which date same shall 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 these restrictions, conditions, covenants and agreements may be altered or modified by the vote of the ten record owners of a majority of the property.

3. PETS, ANIMALS, ETC.: No animals, other than a reasonable and usual number of household pets, shall be kept on any of said lots,

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 100 square inches in size. Sign shall not be illuminated. There may also be displayed a sign not exceeding 24 inches by

24 inches advertising the fact that said parcel or said dwelling is for sale or to lease.

PRIVATE RESIDENCE: MOVING OF STRUCTURES: 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, nor shall any incomplete building be permitted to remain incomplete for a period in excess of one year from the date the building was started unless approved by the Architectural Supervising Committee.

6. EXCAVATING: 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.

7. RUBBISH CONTROL: No rubbish shall be stored or allowed to accumulate thereon.

8. EASEMENTS: 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 said map 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 said map. No structures of any kind shall be erected over any of such easements except upon written permission of the undersigned, their successors and assigns.

9. SET BACKS: No dwelling house or other structure be constructed or situated on any of said lots created except in conformity with the "set back" lines as established in each instance by the Architectural Supervising Committee and in conformity with any additional "set back" lines which may be fixed by the undersigned, its successors and assigns, in contracts or deeds to any or all of the lots created on said property. The "set back" of any building, or other structure, as to any line, shall be deemed to be the minimum distance between said buildings, or other structure, and said line; the "set back" of any building, or other structure, as to any street, shall be deemed to be the minimum distance between said building, or other structure, and the nearest line of said street.

10. RESUBDIVISION OF SITES: None of said lots may be resubdivided unless approved in writing by the undersigned, its successors or assigns.

11. FENCES, WALLS AND TREES: No fence, wall or hedge over four feet in height shall be erected or grown any place on 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 said tract 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 impaired; the grantee agrees to abide by an order of said committee directing him not to plant any trees or to cut down or cut back or remove any trees which may have been planted. The agreement contained in the last preceding sentence shall be construed as a covenants 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 of his 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 attorney as may be fixed by the court.

12. MANNER OF VOTING: In voting, pursuant to the provisions of Paragraphs two or twelve 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 Salt Lake, State of Utah.

17. MINIMUM BUILDING COSTS: The undersigned reserves the right for itself, 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.

18. Where underground distribution circuits are available or in place in the rear of the lots in the subdivision, the owners shall be obligated to install underground service to their homes from the distribution circuits.

19. VIOLATION OF RESTRICTIONS, PENALTIES: 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 astowhich said violation 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 wherby 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.

20. ACCEPTANCE OF RESTRICTIONS: All purchasers of property described above shall, by acceptance of contracts or 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.

21. INVALIDITY: It is expressly agreed that in the event any covenant or condition or restriction herein before contained, or any portion thereof, is held invalid or void, such invalidity or voidness shall in no way effect any valid covenant, condition or restriction.

ATTEST:

ASSOCIATED DEVELOPMENT COMPANY

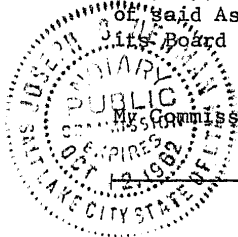
E. D. Davis

E. D. Davis
Secretary

G. A. Muhlestein
G. A. Muhlestein
Vice President

STATE OF UTAH)
) SS
COUNTY OF SALT LAKE)

On this 10th day of ^{June}~~March~~, A. D. 1962, personally appeared before me G. A. Muhlestein and E. D. Davis, who duly acknowledged to me that they are the Vice President and Secretary respectively of the Associated Development Company, that each and both of them signed the above instrument in behalf of said Associated Development Company by the authority of a resolution of its Board of Directors.



My Commission expires,

Joseph B. Newman
Notary Public
Residing in Salt Lake City, Utah